

**CONTRACT RESULTING FROM REQUEST FOR PROPOSAL NUMBER 10089570-20-V,  
Biosolids Management and Hauling Services**

This Contract (Contract) is entered into by and between the City of San Diego, a municipal corporation (City), and the successful proposer to Request for Proposal (RFP) # 10089570-20-V, Biosolids Management and Hauling Services (Contractor).

**RECITALS**

On or about 8/19/2019, City issued an RFP to prospective proposers on services to be provided to the City. The RFP and any addenda and exhibits thereto are collectively referred to as the "RFP." The RFP is attached hereto as Exhibit A.

City has determined that Contractor has the expertise, experience, and personnel necessary to provide the Services.

City wishes to retain Contractor to provide biosolids management and hauling services as further described in the Scope of Work, attached hereto as Exhibit B. (Services).

For good and valuable consideration, the sufficiency of which is acknowledged, City and Contractor agree as follows:

**ARTICLE I  
CONTRACTOR SERVICES**

**1.1 Scope of Work.** Contractor shall provide the Services to City as described in Exhibit B which is incorporated herein by reference. Contractor will submit all required forms and information described in Exhibit A to the Purchasing Agent before providing Services.

**1.2 General Contract Terms and Provisions.** This Contract incorporates by reference the General Contract Terms and Provisions, attached hereto as Exhibit C.

**ARTICLE II  
DURATION OF CONTRACT**

**2.1 Term.** This Contract shall be for a period of five (5) years beginning on the Effective Date. City may, in its sole discretion, extend this Contract for five (5) additional one (1) year period(s). Unless otherwise terminated, this Contract shall be effective until completion of the Scope of Services or five (5) years, whichever is earliest. This Contract requires authorization by the City Council by ordinance prior to award.

**2.2 Effective Date.** This Contract shall be effective on the date it is executed by the last Party to sign the Contract, and approved by the City Attorney in accordance with San Diego Charter Section 40.

**ARTICLE III  
COMPENSATION**

**3.1 Amount of Compensation.** City shall pay Contractor for performance of all Services rendered in accordance with this Contract in an amount not to exceed the amount authorized by the City Council by ordinance.

**ARTICLE IV  
WAGE REQUIREMENTS**

**4.1** By submitting a response to this RFP, Contractor certifies that he or she is aware of, and agrees to comply with, the wage provisions described in Exhibit D, Wage Requirements, which is incorporated herein by reference, before commencing Services.

**ARTICLE V  
CONTRACT DOCUMENTS**

**5.1 Contract Documents.** The following documents comprise the Contract between the City and Contractor: this Contract and all exhibits thereto, the RFP; the Notice to Proceed; and the City's written acceptance of exceptions or clarifications to the RFP, if any.

**5.2 Contract Interpretation.** The Contract Documents completely describe the Services to be provided. Contractor will provide any Services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry or trade meaning and are used to describe Services will be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents.

**5.3 Precedence.** In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the Parties will use the order of precedence as set forth below. The 1<sup>st</sup> document has the highest priority. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

- 1<sup>st</sup> Any properly executed written amendment to the Contract
- 2<sup>nd</sup> The Contract
- 3<sup>rd</sup> The RFP and the City's written acceptance of any exceptions or clarifications to the RFP, if any
- 4<sup>th</sup> Contractor's Pricing

**5.4 Counterparts.** This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all Parties had executed the same page.

**5.5 Public Agencies.** Other public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract, subject to Contractor's

acceptance. The City is not liable or responsible for any obligations related to a subsequent Contract between Contractor and another public agency.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CONTRACTOR

San Diego Landfill Systems, LLC, a  
Subsidiary of Republic Services, Inc.

Proposer  
8514 Mast Blvd

Street Address  
Santee

City  
(619) 449-9026

Telephone No.  
nmohr@republicservices.com

E-Mail

CITY OF SAN DIEGO  
A Municipal Corporation

BY:

Print Name:

Rolando Charvel

CF0 Director, Purchasing & Contracting Department

Date Signed

7/28/2020

BY:



Signature of  
Proposer's Authorized  
Representative

Neil R. Mohr

Print Name  
General Manager

Title

12/12/19

Date

Approved as to form this 28<sup>th</sup> day of

July, 20 20

MARA W. ELLIOTT, City Attorney

BY:



Deputy City Attorney

00-21209

**EXHIBIT A**  
**PROPOSAL SUBMISSION AND REQUIREMENTS**

**A. PROPOSAL SUBMISSION**

**1. Timely Proposal Submittal.** Proposals must be submitted as described herein to the Purchasing & Contracting Department (P&C).

**1.1 Reserved.**

**1.2 Paper Proposals.** The City will accept paper proposals in lieu of eProposals. Paper proposals must be submitted in a sealed envelope to the Purchasing & Contracting Department (P&C) located at 1200 Third Avenue, Suite 200, San Diego, CA 92101. The Solicitation Number and Closing Date must be referenced in the lower left-hand corner of the outside of the envelope. Faxed proposals will not be accepted.

**1.3 Proposal Due Date.** Proposals must be submitted prior to the Closing Date indicated on the eBidding System. E-mailed and/or faxed proposals will not be accepted.

**1.4 Pre-Proposal Conference.** Pre-proposal conference information is noted on the eBidding System.

**1.4.1** Proposers are required to attend the pre-proposal conference. Proposer's failure to attend will result in disqualification.

**1.5 Questions and Comments.** Written questions and comments must be submitted electronically via the eBidding System no later than the date specified on the eBidding System. Only written communications relative to the procurement shall be considered. The City's eBidding System is the only acceptable method for submission of questions. All questions will be answered in writing. The City will distribute questions and answers without identification of the inquirer(s) to all proposers who are on record as having received this RFP, via its eBidding System. No oral communications can be relied upon for this RFP. Addenda will be issued addressing questions or comments that are determined by the City to cause a change to any part of this RFP.

**1.6 Contact with City Staff.** Unless otherwise authorized herein, proposers who are considering submitting a proposal in response to this RFP, or who submit a proposal in response to this RFP, are prohibited from communicating with City staff about this RFP from the date this RFP is issued until a contract is awarded.

**2. Proposal Format and Organization.** Unless electronically submitted, all proposals should be securely bound and must include the following completed and executed forms and information presented in the manner indicated below:

**Tab A - Submission of Information and Forms.**

**2.1** Completed and signed Contract Signature Page. If any addenda are issued, the latest Addendum Contract Signature Page is required.

**2.2** Exceptions requested by proposer, if any. The proposer must present written factual or legal justification for any exception requested to the Scope of Work, the

Contract, or the Exhibits thereto. Any exceptions to the Contract that have not been accepted by the City in writing are deemed rejected. The City, in its sole discretion, may accept some or all of proposer's exceptions, reject proposer's exceptions, and deem the proposal non-responsive, or award the Contract without proposer's proposed exceptions. The City will not consider exceptions addressed elsewhere in the proposal.

**2.3** The Contractor Standards Pledge of Compliance Form.

**2.4** Equal Opportunity Contracting forms including the Work Force Report and Contractors Certification of Pending Actions.

**2.5** Living Wage Ordinance Certification of Compliance.

**2.6** Licenses as required in Exhibit B.

**2.7** Manufacturer's Price List.

**2.8** Additional Information as required in Exhibit B.

**2.9** One copy of the safety data sheet (SDS) for each product bid. Only those products whose label and MSDS clearly state the contents, hazard potential, and protective measures required shall be considered for purchase.

**Tab B - Executive Summary and Responses to Specifications.**

**2.10** A title page.

**2.11** A table of contents.

**2.12** An executive summary, limited to one typewritten page, that provides a high-level description of the proposer's ability to meet the requirements of the RFP and the reasons the proposer believes itself to be best qualified to provide the identified services.

**2.13** Proposer's response to the RFP.

**Tab C - Cost/Price Proposal (if applicable).** Proposers shall submit a cost proposal in the form and format described herein. Failure to provide cost(s) in the form and format requested may result in proposal being declared non-responsive and rejected.

**3. Proposal Review.** Proposers are responsible for carefully examining the RFP, the Specifications, this Contract, and all documents incorporated into the Contract by reference before submitting a proposal. If selected for award of contract, proposer shall be bound by same unless the City has accepted proposer's exceptions, if any, in writing.

**4. Addenda.** The City may issue addenda to this RFP as necessary. All addenda are incorporated into the Contract. The proposer is responsible for determining whether addenda were issued prior to a proposal submission. Failure to respond to or properly address addenda may result in rejection of a proposal.

**5. Quantities.** The estimated quantities provided by the City are not guaranteed. These quantities are listed for informational purposes only. Quantities vary depending on the

demands of the City. Any variations from the estimated quantities shall not entitle the proposer to an adjustment in the unit price or any additional compensation.

**6. Quality.** Unless otherwise required, all goods furnished shall be new and the best of their kind.

**6.1 Items Offered.** Proposer shall state the applicable trade name, brand, catalog, manufacturer, and/or product number of the required good, if any, in the proposal.

**6.2 Brand Names.** Any reference to a specific brand name in a solicitation is illustrative only and describes a component best meeting the specific operational, design, performance, maintenance, quality, or reliability standards and requirements of the City. Proposer may offer an equivalent or equal in response to a brand name referenced (Proposed Equivalent). The City may consider the Proposed Equivalent after it is subjected to testing and evaluation which must be completed prior to the award of contract. If the proposer offers an item of a manufacturer or vendor other than that specified, the proposer must identify the maker, brand, quality, manufacturer number, product number, catalog number, or other trade designation. The City has complete discretion in determining if a Proposed Equivalent will satisfy its requirements. It is the proposer's responsibility to provide, at their expense, any product information, test data, or other information or documents the City requests to properly evaluate or demonstrate the acceptability of the Proposed Equivalent, including independent testing, evaluation at qualified test facilities, or destructive testing.

**7. Modifications, Withdrawals, or Mistakes.** Proposer is responsible for verifying all prices and extensions before submitting a proposal.

**7.1 Modification or Withdrawal of Proposal Before Proposal Opening.** Prior to the Closing Date, the proposer or proposer's authorized representative may modify or withdraw the proposal by providing written notice of the proposal modification or withdrawal to the City Contact via the eBidding System. E-mail or telephonic withdrawals or modifications are not permissible.

**7.2 Proposal Modification or Withdrawal of Proposal After Proposal Opening.** Any proposer who seeks to modify or withdraw a proposal because of the proposer's inadvertent computational error affecting the proposal price shall notify the City Contact identified on the eBidding System no later than three working days following the Closing Date. The proposer shall provide worksheets and such other information as may be required by the City to substantiate the claim of inadvertent error. Failure to do so may bar relief and allow the City recourse from the bid surety. The burden is upon the proposer to prove the inadvertent error. If, as a result of a proposal modification, the proposer is no longer the apparent successful proposer, the City will award to the newly established apparent successful proposer. The City's decision is final.

**8. Incurred Expenses.** The City is not responsible for any expenses incurred by proposers in participating in this solicitation process.

**9. Public Records.** By submitting a proposal, the proposer acknowledges that any information submitted in response to this RFP is a public record subject to disclosure unless the City determines that a specific exemption in the California Public Records Act (CPRA) applies. If the proposer submits information clearly marked confidential or proprietary, the City may protect such information and treat it with confidentiality to the extent permitted by

law. However, it will be the responsibility of the proposer to provide to the City the specific legal grounds on which the City can rely in withholding information requested under the CPRA should the City choose to withhold such information. General references to sections of the CPRA will not suffice. Rather, the proposer must provide a specific and detailed legal basis, including applicable case law, that clearly establishes the requested information is exempt from the disclosure under the CPRA. If the proposer does not provide a specific and detailed legal basis for requesting the City to withhold proposer's confidential or proprietary information at the time of proposal submittal, City will release the information as required by the CPRA and proposer will hold the City, its elected officials, officers, and employees harmless for release of this information. It will be the proposer's obligation to defend, at proposer's expense, any legal actions or challenges seeking to obtain from the City any information requested under the CPRA withheld by the City at the proposer's request. Furthermore, the proposer shall indemnify and hold harmless the City, its elected officials, officers, and employees from and against any claim or liability, and defend any action brought against the City, resulting from the City's refusal to release information requested under the CPRA which was withheld at proposer's request. Nothing in the Contract resulting from this proposal creates any obligation on the part of the City to notify the proposer or obtain the proposer's approval or consent before releasing information subject to disclosure under the CPRA.

**10. Right to Audit.** The City Auditor may access proposer's records as described in San Diego Charter section 39.2 to confirm contract compliance.

## **B. PRICING**

**1. Fixed Price.** All prices shall be firm, fixed, fully burdened, FOB destination, and include any applicable delivery or freight charges, and any other costs required to provide the requirements as specified in this RFP. The lowest total estimated contract price of all the proposals that meet the requirements of this RFP will receive the maximum assigned points to this category as set forth in this RFP. The other price schedules will be scored based on how much higher their total estimated contract prices compare with the lowest:

$$\left(1 - \frac{(\text{average contract price (per Section F. Pricing Schedule)} - \text{lowest price})}{\text{maximum price}}\right) \times \text{points received lowest price}$$

For example, if the lowest total estimated contract price of all proposals is \$100, that proposal would receive the maximum allowable points for the price category. If the total estimated contract price of another proposal is \$105 and the maximum allowable points is 60 points, then that proposal would receive  $(1 - ((105 - 100) / 100) \times 60 = 57$  points, or 95% of the maximum points. The lowest score a proposal can receive for this category is zero points (the score cannot be a negative number). The City will perform this calculation for each Proposal.

**2. Taxes and Fees.** Taxes and applicable local, state, and federal regulatory fees should not be included in the price proposal. Applicable taxes and regulatory fees will be added to the net amount invoiced. The City is liable for state, city, and county sales taxes but is exempt from Federal Excise Tax and will furnish exemption certificates upon request. All or any portion of the City sales tax returned to the City will be considered in the evaluation of proposals.

**3. Escalation.** An escalation factor is not allowed unless called for in this RFP. If escalation is allowed, proposer must notify the City in writing in the event of a decline in market price(s) below the proposal price. At that time, the City will make an adjustment in the Contract or may elect to re-solicit.

**4. Unit Price.** Unless the proposer clearly indicates that the price is based on consideration of being awarded the entire lot and that an adjustment to the price was made based on receiving the entire proposal, any difference between the unit price correctly extended and the total price shown for all items shall be offered shall be resolved in favor of the unit price.

## **C. EVALUATION OF PROPOSALS**

**1. Award.** The City shall evaluate each responsive proposal to determine which proposal offers the City the best value consistent with the evaluation criteria set forth herein. The proposer offering the lowest overall price will not necessarily be awarded a contract.

**1.1 Right of First Refusal.** Pursuant to the Facilities Franchise Agreement awarded to San Diego Landfill Systems (SDLS) in 1999, as amended, SDLS has the right to match the winning proposal submitted in response to this RFP:

“[T]he City may solicit bids from Qualified Alternate Biosolids Services Providers, which are (w) lower in cost on an All-Inclusive Bid basis; (x) bona fide and made in good faith; (y) contain a scope of services, safety and operational standards reasonably similar to those contemplated herein with respect to Biosolids; and (z) have a term of at least five years, in which case it shall notify the Company of such competitive bids . . . The Company shall have the right of first refusal to match any All-Inclusive Bid submitted by a Qualified Alternate Biosolids Services Provider.”

**1.2 Notice.** The City will notify all proposers in writing if SDLS exercises its right of first refusal, and reject all proposals pursuant to San Diego Municipal Code section 22.3015.

**2. Sustainable Materials.** Consistent with Council Policy 100-14, the City encourages use of readily recyclable submittal materials that contain post-consumer recycled content.

### **3. Evaluation Process.**

**3.1 Process for Award.** A City-designated evaluation committee (Evaluation Committee) will evaluate and score all responsive proposals. The Evaluation Committee may require proposer to provide additional written or oral information to clarify responses. Upon completion of the evaluation process, the Evaluation Committee will recommend to the Purchasing Agent that award be made to the proposer with the highest scoring proposal.

**3.2 Reserved.**

**3.3 Reserved.**

**3.4 Discussions/Negotiations.** The City has the right to accept the proposal that serves the best interest of the City, as submitted, without discussion or negotiation.

Contractors should, therefore, not rely on having a chance to discuss, negotiate, and adjust their proposals. The City may negotiate the terms of a contract with the winning proposer based on the RFP and the proposer’s proposal, or award the contract without further negotiation.

**3.5 Inspection.** The City reserves the right to inspect the proposer’s equipment and facilities to determine if the proposer is capable of fulfilling this Contract. Inspection will include, but not limited to, survey of proposer’s physical assets and financial capability. Proposer, by signing the proposal agrees to the City’s right of access to physical assets and financial records for the sole purpose of determining proposer’s capability to perform the Contract. Should the City conduct this inspection, the City reserves the right to disqualify a proposer who does not, in the City’s judgment, exhibit the sufficient physical and financial resources to perform this Contract.

**3.6 Evaluation Criteria.** The following elements represent the evaluation criteria that will be considered during the evaluation process:

	MAXIMUM EVALUATION POINTS
<b>A. Responsiveness to the RFP.</b>	<b>25</b>
1. Requested information included and thoroughness of response.	
2. Understanding of the project and ability to deliver as exhibited in the Executive Summary.	
<b>B. Staffing Plan.</b>	<b>10</b>
1. Qualifications of personnel adequate for requirement.	
2. Availability/Geographical location of personnel for required tasks.	
3. Clearly defined Roles/Responsibilities of personnel.	
<b>C. Proposer's Biosolids Management Approach, Capability to provide the Services and Expertise and Past Performance.</b>	<b>50</b>
1. Relevant experience of the Proposer and its subcontractors.	
2. Diversity in geography, reuse method and technology and reliability of identified options. <b>Some reuse methods limit the possible maximum evaluation points for this section. See Section C.1.1 in Exhibit B for more information.</b>	
3. Capacity and capability of Proposer, for biosolids management sites and adequate trucking/hauling equipment to meet City’s needs.	
4. Past performance on similar projects, safety record, biosolids management compliance record.	
5. References.	
<b>D. Price.</b>	<b>15</b>
SUB TOTAL MAXIMUM EVALUATION POINTS:	<b>100</b>
<b>F. Participation by Small Local Business Enterprise (SLBE) or Emerging Local Business Enterprise (ELBE) Firms*</b>	<b>12</b>
FINAL MAXIMUM EVALUATION POINTS INCLUDING SLBE/ELBE:	<b>112</b>

\*The City shall apply a maximum of an additional 12 percentage points to the proposer’s final score for SLBE OR ELBE participation. Refer to Equal Opportunity Contracting Form, Section V.

#### **D. ANNOUNCEMENT OF AWARD**

**1. Award of Contract.** The City will inform all proposers of its intent to award a Contract in writing. **A contract may not be awarded to the proposer, if a right of first refusal is exercised by San Diego Landfill Systems (see Paragraph C.1.1 above).**

**2. Obtaining Proposal Results.** No solicitation results can be obtained until the City announces the proposal or proposals best meeting the City's requirements. Proposal results may be obtained by: (1) e-mailing a request to the City Contact identified on the eBidding System or (2) visiting the P&C eBidding System to review the proposal results. To ensure an accurate response, requests should reference the Solicitation Number. Proposal results will not be released over the phone.

**3. Reserved.**

**E. PROTESTS.** The City's protest procedures are codified in Chapter 2, Article 2, Division 30 of the San Diego Municipal Code (SDMC). These procedures provide unsuccessful proposers with the opportunity to challenge the City's determination on legal and factual grounds. The City will not consider or otherwise act upon an untimely protest.

**F. SUBMITTALS REQUIRED UPON NOTICE TO PROCEED.** The successful proposer is required to submit the following documents to P&C **within ten (10) business days** from the date on the Notice to Proceed letter:

**1. Insurance Documents.** Evidence of all required insurance, including all required endorsements, as specified in Article VII of the General Contract Terms and Provisions.

**2. Taxpayer Identification Number.** Internal Revenue Service (IRS) regulations require the City to have the correct name, address, and Taxpayer Identification Number (TIN) or Social Security Number (SSN) on file for businesses or persons who provide goods or services to the City. This information is necessary to complete Form 1099 at the end of each tax year. To comply with IRS regulations, the City requires each Contractor to provide a Form W-9 prior to the award of a Contract.

**3. Business Tax Certificate.** Unless the City Treasurer determines a business is exempt, all businesses that contract with the City must have a current business tax certificate.

**4. Bond. A bond as described in Exhibit B.**

**5. Reserved.**

The City may find the proposer to be non-responsive and award the Contract to the next highest scoring responsive proposer if the apparent successful proposer fails to timely provide the required information or documents.

## **EXHIBIT B SCOPE OF WORK**

### **A. OVERVIEW**

The City of San Diego's (City) Public Utilities Department is seeking proposals from experienced and qualified Bidders to provide Biosolids Management and Hauling Services for the biosolids generated by the City at its Metropolitan Biosolids Center (MBC). The City is seeking to diversify its biosolids management options by securing services from one qualified Bidder who can meet the City's minimum qualification requirements to manage a portion of the City's biosolids over the next five (5) years with five (5) one-year (1-year) optional renewals. The qualified Bidders shall take the required steps to provide services including, but not limited to, profiling, permitting, operating, hauling, marketing, biosolids management, recordkeeping and reporting in accordance with federal, state and local regulations. Submitted proposals shall demonstrate how the Bidder will successfully perform the specifications of this Request for Proposals (RFP).

### **B. BACKGROUND**

The City of San Diego operates the Metropolitan Biosolids Center (MBC) for the thickening, digestion and dewatering of wet biosolids which originates from wastewater solids pumped from both the Point Loma Wastewater Treatment Plant (PLWTP) and the North City Water Reclamation Plant (NCWRP). NCWRP has a current design capacity of 30 million gallons per day (mgd), and will be increasing its capacity to 52 mgd by December 2023, as part of the City's Pure Water San Diego program. While the Point Loma WWTP has a rated capacity of 240 mgd, this facility is currently treating approximately 150 mgd.

At the MBC, raw solids from the NCWRP are thickened in five centrifuges before being pumped into three anaerobic digesters. These solids are then combined and mixed with the digested sludge pumped from the Point Loma WWTP before being processed into biosolids using eight dewatering centrifuges. The City of San Diego currently contracts with a biosolids management provider and the end uses are either Class B biosolids used as daily cover at the Otay Landfill in San Diego County, directly landfilled at the Otay Landfill, or applied as land application material on farmland in Yuma County, Arizona. The current biosolids production at the MBC is approximately 300-350 wet tons per day (WTPD), dewatered to 25-29% total solids, and this biosolids production is not expected to change with the addition of the Pure Water San Diego project.

### **C. BIOSOLIDS MANAGEMENT AND HAULING SERVICES**

This section describes the services required in the contract awarded through this RFP.

#### **1.0 General**

Bidders need to meet the minimum qualifications to provide biosolids management services set forth in this Scope of Work and the Minimum Qualification Requirements (Section 1.2). The Bidder shall agree to accept delivery of, transport, and manage the City's biosolids at permitted and approved sites **as proposed by the Bidder**, in quantities determined by the City.

Each Bidder is responsible for taking all required steps to provide this service which may include, but is not limited to, profiling, permitting, hauling, managing, landfill disposal, composting, marketing and selling compost, land application, meeting and conforming with federal, state and local regulations, recordkeeping, and reporting.

The City does not desire to consider bids or proposals that include part ownership, capital investment, financing assistance scenarios or to allow the construction and/or operation of composting facilities, equipment or other appurtenances on City property. Therefore, responses to the RFP shall involve only off-site biosolids management options.

The City is looking to select and begin to implement its biosolids management options from this process no later than April 2020.

The City will be responsible for providing biosolids to qualified Bidders with the following specifications:

- Biosolids dewatered to approximately 25-29% total solids
- Biosolids quality – pollutant levels below Table 1 in 40 CFR Part 503.13
- Pathogen requirements – the City typically meets the Class B pathogen reduction requirements as defined in 40 CFR Part 503.32 but the Bidder shall have the required permits and approval to compost sub-Class B biosolids at a permitted, approved facility

The Bidder will accept biosolids **substantially meeting these specifications** and will assume all risks in handling such material. Analytical test results from the City monitoring the quality of its biosolids, pursuant to the facility's regulatory permits, will be made available to the Bidder. Any additional testing of the disposal or reuse sites required by the regulatory agencies that issue permitting for such disposal or reuse activities, shall be the sole responsibility of the Bidder.

#### 1.1 Minimum Qualifications

Minimum qualifications for Bidders are listed below with a brief description for each key area. Bidder, in their proposal, must provide information or supporting documentation for each required qualification requirement:

- a) **Project experience** – Bidder shall have at least two years of successful experience managing Class A or Class B biosolids with at least 100 WTPD for a public agency or municipality within the United States or Canada. This requirement applies to the primary company principal, project manager or facility manager which must have been gained within the past ten (10) years.
- b) **Compost Facility Capacity and Permits** – if Bidder is proposing to manage the City's biosolids at a composting facility, the Bidder must have a fully permitted facility for use on this project, with adequate capacity to receive, process, reuse and/or dispose of up to **350 WTPD** of Class B biosolids. Facility must have had at least one (1) year of successful, continuous operations prior to the proposal due date. A

description, location map, operational information and other pertinent information about the compost facility (or facilities) must be submitted with the bid.

- c) **Land Application** – if Bidder is proposing to manage the City’s biosolids through land application, the Bidder must have all applicable local, state and/or federal permits for use on this project, with adequate capacity to receive, process and reuse up to **350 WTPD** of Class B biosolids. The land application site(s) must have been in operation for at least (1) year of successful, continuous operations prior to the proposal due date. Descriptions, location maps, operational information and other pertinent information about each land application site must be submitted with the bid.
- d) **Landfill Disposal** – if Bidder is proposing to manage the City’s biosolids through landfill disposal, the Bidder must be able to provide documentation that the identified landfill disposal site is able to accept and manage biosolids for a period of at least five (5) years, with adequate capacity to receive and process up to **350 WTPD** of Class B or sub Class B biosolids. Descriptions, location maps, operational information and other pertinent information about each landfill site must be submitted with the bid. **Due to anticipated State regulations discouraging landfill disposal, Bidders proposing landfill disposal can only receive a maximum of 25 evaluation points under Section C. “Proposer's Capability to provide the Services and Expertise and Past Performance” of the evaluation criteria in Exhibit A of this RFP.**
- e) **Alternative Beneficial Use** – if Bidder is proposing to manage the City’s biosolids in an Alternative Beneficial Use that is less common, such as for biomass fuel, mine reclamation or soil amendment, this Alternative Beneficial Use shall be subject to the approval of the City and must be able to receive, process and reuse and/or dispose of up to **350 WTPD** of the City’s biosolids. The Alternative Beneficial Use must have had at least one (1) year of successful, continuous operations prior to the proposal due date. Descriptions, location maps, operational information and other pertinent information about each Alternative Beneficial Use site must be submitted with the bid. **Due to anticipated State regulations discouraging use of biosolids as alternative daily cover (ADC), Bidders proposing ADC can only receive a maximum of 25 evaluation points under Section C. “Proposer's Capability to provide the Services and Expertise and Past Performance” of the evaluation criteria in Exhibit A of this RFP.**
- f) **Hauling Experience** – Bidder must have a minimum of two (2) years of successful experience hauling biosolids with a demonstrated capacity to haul up to **350 WTPD**. Bidder may use Subcontractors to meet the **350 WTPD** capacity requirement, but each Subcontractor must also meet the two (2) years of experience requirement.
- g) **Biosolids Management Options** – The City desires to ensure that its biosolids management options have some diversity. Therefore, the Bidder must submit a bid that identifies two (2) distinctly different biosolids management options. Identifying only two compost facilities or only several land application sites, are examples wherein the Bidder would be deemed to be non-responsive.

## 1.2 Biosolids Amount Allocation

The allocation of biosolids will be based on a Non-Guaranteed Minimum Tonnage, meaning the City will guarantee no minimum amount for the Bidder. The volume of the biosolids produced by the City will be allocated at the discretion of the City. For the purposes of the Proposal, the City will evaluate the total cost of the Bidder for the amount of the Non-Guaranteed Minimum Tonnage of 350 WTPD, combined with the pricing structure for the Bidder's identified biosolids management options.

## 1.3 Loading, Transportation, Hauling, Storage and Operations

The Bidder and/or any Subcontractors of the Bidder is required to meet the City's following Loading, Transportation, Hauling, Storage and Operations standards:

- a) Bidders shall haul biosolids from the Metropolitan Biosolids Center (MBC), located at 5240 Convoy Street, San Diego, CA. 92111
- b) Biosolids loading at MBC will generally occur from Monday – Friday (or 7 days week/52 weeks year). The City will consider the Bidders' needs in setting loading times and schedules, however, operational logistics and MBC operational considerations will determine the final scheduling of loads. Wait time at MBC will generally average about 30 minutes, but delays, equipment failures, operational issues, etc., may result in additional loading time
- c) Bidders shall demonstrate that they have the required capacity to meet the City's biosolids hauling needs, to include a summary of the hauling equipment needed to haul up to 350 WTPD with a minimum of 20 tons of biosolids per load. The Bidder shall conform to the City's trailer specifications which are to be no larger than 40 feet in length, 102 inches in width and 76 inches in height, with the biosolids to be filled through an open top. The City requires that all trailers will be securely tarped continuously during transport to minimize odors
- d) Biosolids shall be received by Bidder's drivers and transporting equipment in accordance with the rules and regulations of the City's MBC including its standard loading procedures
- e) Bidders shall provide weight tickets from a State of California registered and certified scale at the City's MBC. Bidder shall generate weight tickets which are to be signed by the respective Bidder driver and a hard copy provided to City staff prior the departure of the Bidder's vehicle from the City's MBC. The weight ticket will each be assigned a unique control number, which also identifies the City's MBC and has the following information:
  - Bidder Name
  - Name of City and Facility Name
  - Inbound Date and Time
  - Outbound Date and Time
  - Truck and Trailer Number(s)
  - Vehicle License Plate Number
  - Description of Material
  - Gross Weight in Pounds

- Gross Truck Tare Weight in Pounds
  - Net Weight in Pounds
  - Driver Name and Signature
- f) Bidders shall provide the City with a contingency and emergency response plan that includes information regarding notification, spill, emergency preparedness and accident procedures that the Bidder will follow while hauling the City's biosolids
  - g) Bidder and their drivers are required to comply with all applicable Department of Transportation (DOT) regulations. Any federal, state or local fees related to hauling, such as road use fees, toll fees and any fines incurred by hauling operations, as well as any costs associated with any accidental releases, will be the responsibility of the Bidder
  - h) Bidder and their drivers are to comply with the City's security protocols for entering/exiting and operating within all City facilities
  - i) Once biosolids are loaded into the Bidder's equipment, the responsibility and ownership of the biosolids are deemed to have transferred from the City to the Bidder. The City, however, maintains strict oversight of these biosolids throughout the final use process including coordination on reporting incidents during transportation and final product distribution
  - j) The City has limited biosolids storage capacity. Therefore, the Bidder shall provide facilities, hauling equipment and other means necessary to ensure its ability to manage and store biosolids produced by the City inclement weather
  - k) The storage of biosolids by Bidder after receipt from the City is strictly prohibited for a period in excess of forty-eight (48) hours. Storage facilities used by the Bidder shall be the responsibility of the Bidder and shall meet minimum requirements for site approval by all federal, state and local agencies having jurisdiction
  - l) In the event of any process or operational interruption by the Bidder in its management and handling of the City's biosolids, the Bidder shall, (1) continue removal and management of scheduled biosolids loads from the City's MBC, via its own equipment or via that of a third party transporter; (2) restore/remedy its process or operational interruption as promptly as feasible; (3) transport the City's biosolids to alternative, and approved, processing, land application, disposal or other biosolids management sites; and (4) take other such actions as it reasonable and acceptable to the City

#### 1.4 Trucking Equipment, Training and Emergency Notifications

The Bidder and/or any Subcontractors of the Bidder is required to meet the City's following Trucking Equipment, Training and Emergency Notifications requirements:

- a) The Bidder and/or any Subcontractors of the Bidder will be required to meet the following standards for its trucking equipment:
- b) The City's loading facilities are capable of accommodating trailers that are no larger than 40 feet in length, 102 inches in width and 76 inches in height
- c) Trailers must be able to load and haul a minimum of 20 tons of biosolids, must be capable of receiving biosolids from an overhead hopper loading system and must be watertight.

- d) Trailers should be clearly marked with a unique ID which should be visible and distinguishable.
- e) Bidder is required to verify that its trucking equipment meets the City's hauling, loading and operational standards, as outlined in Sections 1.3 and 1.4 before trucking equipment arrives on City property. The City's operational staff will inspect the Bidder's trucking equipment and can turn away Bidders driver and its equipment for non-conformance.
- f) Bidder shall submit a "Biosolids Hauling Plan" which shall include a Training Checklist that ensures the Bidder has trained its staff on the City's applicable processes and standards.
- g) Bidder shall conform to the City's notification process with respect to biosolids releases (spills).
- h) Bidder shall train its drivers and subcontractors on safety related to hauling biosolids and how to respond to spills and traffic accidents. Training records shall be available upon request by the City.

#### 1.5 Permits, Authorizations and Records

The Bidder and/or any Subcontractors of the Bidder is required to meet the City's following permits, authorization and records requirements:

- a) Bidder shall hold and maintain all valid federal, state and local permits, licenses and other approved and legally required documentation to process and compost biosolids, conduct land application of biosolids, landfill dispose biosolids, or any other biosolids management option. Proof of these documents shall be provided by the Bidder in the response to this RFP.
- b) Bidder shall maintain documents and reports to regulators and provide a copy of all compliance and any non-compliances with all federal, state and local regulations shall be provided to the City upon request. The City reserves the right to contact the Bidder's regulators.

#### 1.6 Reporting, Compliance, Communications and Inspections

The Bidder and/or any Subcontractors of the Bidder is required to meet the City's following permits, authorization and records requirements:

- a) Bidder shall submit monthly and annual biosolids compliance reports to the City in order for the City to complete its annual biosolids compliance report. The format of the compliance reports shall be specified by the City.
- b) Bidders shall submit copies of Local Enforcement Agency (LEA) reports to the City. The City may occasionally make a request to the Bidder for other additional supplemental reports, data, environmental monitoring records, product quality information or other regulatory compliance information.
- c) Monthly, quarterly and annual compliance reporting and monthly billing invoices shall match tonnage with the City's own tracking system.
- d) Bidder shall notify the City within 60 minutes of accidents and spills that occur during transportation of the City's biosolids. Additionally, the Bidder shall notify

the City within 24 hours of any complaints, regulatory inspections and notices of violation associated with the Bidders biosolids management site(s). The Bidder shall keep a record of all complaints or questions received, the response provided, corrective actions taken and shall make this information available to the City upon request.

- e) The City conducts inspections to ensure that its Bidder is complying with all applicable requirements. Bidder shall cooperate with all periodic inspections and audits by the City or local, state and federal regulators. Bidder shall forward copies of all regulatory inspection reports to the City upon request.

**D. TECHNICAL REPRESENTATIVE**

The Technical Representative for this Contract is identified in the notice of award and is responsible for overseeing and monitoring this Contract.

**E. PERFORMANCE BOND**

No performance bond is required for this contract.

**F. PRICING SCHEDULE**

Proposer must indicate the unit cost for each biosolids management option as a Base Cost in dollars per wet ton (\$/WT) following the format outlined below. Any minimum cost per load must be clearly stated. The Proposer must identify two (2) distinctly different biosolids management options in Section I of this Pricing Schedule, for the purpose of evaluating price. Price will be evaluated based on the average contract price (see Exhibit A, Section B. pricing for numerator) of both options listed in Section I. Section II, is optional and will not be evaluated for price and options listed in Section II cannot be used as part of the contract if awarded to the Proposer.

Section I. Top Two Proposed Biosolids Management Options

Biosolids Management Option	Location/Facility Name	Base Cost (\$/wet ton)

Section II. Additional Proposed Biosolids Management Options (Optional)

Biosolids Management Option	Location/Facility Name	Base Cost (\$/wet ton)

EXHIBIT C



**THE CITY OF SAN DIEGO**  
**GENERAL CONTRACT TERMS AND PROVISIONS**  
**APPLICABLE TO GOODS, SERVICES, AND CONSULTANT CONTRACTS**

## ARTICLE I SCOPE AND TERM OF CONTRACT

**1.1 Scope of Contract.** The scope of contract between the City and a provider of goods and/or services (Contractor) is described in the Contract Documents. The Contract Documents are comprised of the Request for Proposal, Invitation to Bid, or other solicitation document (Solicitation); the successful bid or proposal; the letter awarding the contract to Contractor; the City's written acceptance of exceptions or clarifications to the Solicitation, if any; and these General Contract Terms and Provisions.

**1.2 Effective Date.** A contract between the City and Contractor (Contract) is effective on the last date that the contract is signed by the parties and approved by the City Attorney in accordance with Charter section 40. Unless otherwise terminated, this Contract is effective until it is completed or as otherwise agreed upon in writing by the parties, whichever is the earliest. A Contract term cannot exceed five (5) years unless approved by the City Council by ordinance.

**1.3 Contract Extension.** The City may, in its sole discretion, unilaterally exercise an option to extend the Contract as described in the Contract Documents. In addition, the City may, in its sole discretion, unilaterally extend the Contract on a month-to-month basis following contract expiration if authorized under Charter section 99 and the Contract Documents. Contractor shall not increase its pricing in excess of the percentage increase described in the Contract.

## ARTICLE II CONTRACT ADMINISTRATOR

**2.1 Contract Administrator.** The Purchasing Agent or designee is the Contract Administrator for purposes of this Contract, and has the responsibilities described in this Contract, in the San Diego Charter, and in Chapter 2, Article 2, Divisions 5, 30, and 32.

**2.1.1 Contractor Performance Evaluations.** The Contract Administrator will evaluate Contractor's performance as often as the Contract Administrator deems necessary throughout the term of the contract. This evaluation will be based on criteria including the quality of goods or services, the timeliness of performance, and adherence to applicable laws, including prevailing wage and living wage. City will provide Contractors who receive an unsatisfactory rating with a copy of the evaluation and an opportunity to respond. City may consider final evaluations, including Contractor's response, in evaluating future proposals and bids for contract award.

**2.2 Notices.** Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice is effective on the date of personal delivery or five (5) days after deposit in a United States postal mailbox unless provided otherwise in the Contract. Notices to the City shall be sent to:

Purchasing Agent  
City of San Diego, Purchasing and Contracting Division  
1200 3rd Avenue, Suite 200  
San Diego, CA 92101-4195

### **ARTICLE III COMPENSATION**

**3.1 Manner of Payment.** Contractor will be paid monthly, in arrears, for goods and/or services provided in accordance with the terms and provisions specified in the Contract.

**3.2 Invoices.**

**3.2.1 Invoice Detail.** Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due.

**3.2.2 Service Contracts.** Contractor must submit invoices for services to City by the 10<sup>th</sup> of the month following the month in which Contractor provided services. Invoices must include the address of the location where services were performed and the dates in which services were provided.

**3.2.3 Goods Contracts.** Contractor must submit invoices for goods to City within seven days of the shipment. Invoices must describe the goods provided.

**3.2.4 Parts Contracts.** Contractor must submit invoices for parts to City within seven calendar (7) days of the date the parts are shipped. Invoices must include the manufacturer of the part, manufacturer's published list price, percentage discount applied in accordance with Pricing Page(s), the net price to City, and an item description, quantity, and extension.

**3.2.5 Extraordinary Work.** City will not pay Contractor for extraordinary work unless Contractor receives prior written authorization from the Contract Administrator. Failure to do so will result in payment being withheld for services. If approved, Contractor will include an invoice that describes the work performed and the location where the work was performed, and a copy of the Contract Administrator's written authorization.

**3.2.6 Reporting Requirements.** Contractor must submit the following reports using the City's web-based contract compliance portal. Incomplete and/or delinquent reports may cause payment delays, non-payment of invoice, or both. For questions, please view the City's online tutorials on how to utilize the City's web-based contract compliance portal.

**3.2.6.1 Monthly Employment Utilization Reports.** Contractor and Contractor's subcontractors and suppliers must submit Monthly Employment Utilization Reports by the fifth (5<sup>th</sup>) day of the subsequent month.

**3.2.6.2 Monthly Invoicing and Payments.** Contractor and Contractor's subcontractors and suppliers must submit Monthly Invoicing and Payment Reports by the fifth (5<sup>th</sup>) day of the subsequent month.

**3.3 Annual Appropriation of Funds.** Contractor acknowledges that the Contract term may extend over multiple City fiscal years, and that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. This Contract may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by City Council.

**3.4 Price Adjustments.** Based on Contractor's written request and justification, the City may approve an increase in unit prices on Contractor's pricing pages consistent with the amount requested in the justification in an amount not to exceed the increase in the Consumer Price Index, San Diego Area, for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 5.0%, whichever is less, during the preceding one year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that option year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later option years. Contractor must provide such written request and justification no less than sixty days before the date in which City may exercise the option to renew the contract, or sixty days before the anniversary date of the Contract. Justification in support of the written request must include a description of the basis for the adjustment, the proposed effective date and reasons for said date, and the amount of the adjustment requested with documentation to support the requested change (e.g. CPI-U or 5.0%, whichever is less). City's approval of this request must be in writing.

#### **ARTICLE IV SUSPENSION AND TERMINATION**

**4.1 City's Right to Suspend for Convenience.** City may suspend all or any portion of Contractor's performance under this Contract at its sole option and for its convenience for a reasonable period of time not to exceed six (6) months. City must first give ten (10) days' written notice to Contractor of such suspension. City will pay to Contractor a sum equivalent to the reasonable value of the goods and/or services satisfactorily provided up to the date of suspension. City may rescind the suspension prior to or at six (6) months by providing Contractor with written notice of the rescission, at which time Contractor would be required to resume performance in compliance with the terms and provisions of this Contract. Contractor will be entitled to an extension of time to complete performance under the Contract equal to the length of the suspension unless otherwise agreed to in writing by the Parties.

**4.2 City's Right to Terminate for Convenience.** City may, at its sole option and for its convenience, terminate all or any portion of this Contract by giving thirty (30) days' written notice of such termination to Contractor. The termination of the Contract shall be effective upon receipt of the notice by Contractor. After termination of all or any portion of the Contract, Contractor shall: (1) immediately discontinue all affected performance (unless the notice directs

otherwise); and (2) complete any and all additional work necessary for the orderly filing of documents and closing of Contractor's affected performance under the Contract. After filing of documents and completion of performance, Contractor shall deliver to City all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Contractor in performing this Contract, whether completed or in process. By accepting payment for completion, filing, and delivering documents as called for in this section, Contractor discharges City of all of City's payment obligations and liabilities under this Contract with regard to the affected performance.

**4.3 City's Right to Terminate for Default.** Contractor's failure to satisfactorily perform any obligation required by this Contract constitutes a default. Examples of default include a determination by City that Contractor has: (1) failed to deliver goods and/or perform the services of the required quality or within the time specified; (2) failed to perform any of the obligations of this Contract; and (3) failed to make sufficient progress in performance which may jeopardize full performance.

**4.3.1** If Contractor fails to satisfactorily cure a default within ten (10) calendar days of receiving written notice from City specifying the nature of the default, City may immediately cancel and/or terminate this Contract, and terminate each and every right of Contractor, and any person claiming any rights by or through Contractor under this Contract.

**4.3.2** If City terminates this Contract, in whole or in part, City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, equivalent goods or services and Contractor shall be liable to City for any excess costs. Contractor shall also continue performance to the extent not terminated.

**4.4 Termination for Bankruptcy or Assignment for the Benefit of Creditors.** If Contractor files a voluntary petition in bankruptcy, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors, the City may at its option and without further notice to, or demand upon Contractor, terminate this Contract, and terminate each and every right of Contractor, and any person claiming rights by and through Contractor under this Contract.

**4.5 Contractor's Right to Payment Following Contract Termination.**

**4.5.1 Termination for Convenience.** If the termination is for the convenience of City an equitable adjustment in the Contract price shall be made. No amount shall be allowed for anticipated profit on unperformed services, and no amount shall be paid for an as needed contract beyond the Contract termination date.

**4.5.2 Termination for Default.** If, after City gives notice of termination for failure to fulfill Contract obligations to Contractor, it is determined that Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of City. In such event, adjustment in the Contract price shall be made as provided in Section 4.3.2. City's rights and remedies are in addition to any other rights and remedies provided by law or under this Contract.

**4.6 Remedies Cumulative.** City's remedies are cumulative and are not intended to be exclusive of any other remedies or means of redress to which City may be lawfully entitled in case of any breach or threatened breach of any provision of this Contract.

## **ARTICLE V ADDITIONAL CONTRACTOR OBLIGATIONS**

**5.1 Inspection and Acceptance.** The City will inspect and accept goods provided under this Contract at the shipment destination unless specified otherwise. Inspection will be made and acceptance will be determined by the City department shown in the shipping address of the Purchase Order or other duly authorized representative of City.

**5.2 Responsibility for Lost or Damaged Shipments.** Contractor bears the risk of loss or damage to goods prior to the time of their receipt and acceptance by City. City has no obligation to accept damaged shipments and reserves the right to return damaged goods, at Contractor's sole expense, even if the damage was not apparent or discovered until after receipt.

**5.3 Responsibility for Damages.** Contractor is responsible for all damage that occurs as a result of Contractor's fault or negligence or that of its' employees, agents, or representatives in connection with the performance of this Contract. Contractor shall immediately report any such damage to people and/or property to the Contract Administrator.

**5.4 Delivery.** Delivery shall be made on the delivery day specified in the Contract Documents. The City, in its sole discretion, may extend the time for delivery. The City may order, in writing, the suspension, delay or interruption of delivery of goods and/or services.

**5.5 Delay.** Unless otherwise specified herein, time is of the essence for each and every provision of the Contract. Contractor must immediately notify City in writing if there is, or it is anticipated that there will be, a delay in performance. The written notice must explain the cause for the delay and provide a reasonable estimate of the length of the delay. City may terminate this Contract as provided herein if City, in its sole discretion, determines the delay is material.

**5.5.1** If a delay in performance is caused by any unforeseen event(s) beyond the control of the parties, City may allow Contractor to a reasonable extension of time to complete performance, but Contractor will not be entitled to damages or additional compensation. Any such extension of time must be approved in writing by City. The following conditions may constitute such a delay: war; changes in law or government regulation; labor disputes; strikes; fires, floods, adverse weather or other similar condition of the elements necessitating cessation of the performance; inability to obtain materials, equipment or labor; or other specific reasons agreed to between City and Contractor. This provision does not apply to a delay caused by Contractor's acts or omissions. Contractor is not entitled to an extension of time to perform if a delay is caused by Contractor's inability to obtain materials, equipment, or labor unless City has received, in a timely manner, documentary proof satisfactory to City of Contractor's inability to obtain materials, equipment, or labor, in which case City's approval must be in writing.

**5.6 Restrictions and Regulations Requiring Contract Modification.** Contractor shall immediately notify City in writing of any regulations or restrictions that may or will require Contractor to alter the material, quality, workmanship, or performance of the goods and/or services to be provided. City reserves the right to accept any such alteration, including any resulting reasonable price adjustments, or to cancel the Contract at no expense to the City.

**5.7 Warranties.** All goods and/or services provided under the Contract must be warranted by Contractor or manufacturer for at least twelve (12) months after acceptance by City, except automotive equipment. Automotive equipment must be warranted for a minimum of 12,000 miles or 12 months, whichever occurs first, unless otherwise stated in the Contract. Contractor is responsible to City for all warranty service, parts, and labor. Contractor is required to ensure that warranty work is performed at a facility acceptable to City and that services, parts, and labor are available and provided to meet City's schedules and deadlines. Contractor may establish a warranty service contract with an agency satisfactory to City instead of performing the warranty service itself. If Contractor is not an authorized service center and causes any damage to equipment being serviced, which results in the existing warranty being voided, Contractor will be liable for all costs of repairs to the equipment, or the costs of replacing the equipment with new equipment that meets City's operational needs.

**5.8 Industry Standards.** Contractor shall provide goods and/or services acceptable to City in strict conformance with the Contract. Contractor shall also provide goods and/or services in accordance with the standards customarily adhered to by an experienced and competent provider of the goods and/or services called for under this Contract using the degree of care and skill ordinarily exercised by reputable providers of such goods and/or services. Where approval by City, the Mayor, or other representative of City is required, it is understood to be general approval only and does not relieve Contractor of responsibility for complying with all applicable laws, codes, policies, regulations, and good business practices.

**5.9 Records Retention and Examination.** Contractor shall retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Contract for five (5) years after receipt of final payment by City under this Contract. Contractor shall make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the Purchasing Agent or designee. Contractor shall make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. If records are not made available within the City or County of San Diego, Contractor shall pay City's travel costs to the location where the records are maintained and shall pay for all related travel expenses. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Contract. Contractor must include this provision in all subcontracts made in connection with this Contract.

**5.9.1** Contractor shall maintain records of all subcontracts entered into with all firms, all project invoices received from Subcontractors and Suppliers, all purchases of materials and services from Suppliers, and all joint venture participation. Records shall show name, telephone number including area code, and business address of each Subcontractor and Supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by the City.

**5.10 Quality Assurance Meetings.** Upon City's request, Contractor shall schedule one or more quality assurance meetings with City's Contract Administrator to discuss Contractor's performance. If requested, Contractor shall schedule the first quality assurance meeting no later than eight (8) weeks from the date of commencement of work under the Contract. At the quality assurance meeting(s), City's Contract Administrator will provide Contractor with feedback, will note any deficiencies in Contract performance, and provide Contractor with an opportunity to address and correct such deficiencies. The total number of quality assurance meetings that may be required by City will depend upon Contractor's performance.

**5.11 Duty to Cooperate with Auditor.** The City Auditor may, in his sole discretion, at no cost to the City, and for purposes of performing his responsibilities under Charter section 39.2, review Contractor's records to confirm contract compliance. Contractor shall make reasonable efforts to cooperate with Auditor's requests.

**5.12 Safety Data Sheets.** If specified by City in the solicitation or otherwise required by this Contract, Contractor must send with each shipment one (1) copy of the Safety Data Sheet (SDS) for each item shipped. Failure to comply with this procedure will be cause for immediate termination of the Contract for violation of safety procedures.

**5.13 Project Personnel.** Except as formally approved by the City, the key personnel identified in Contractor's bid or proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City.

**5.13.1 Criminal Background Certification.** Contractor certifies that all employees working on this Contract have had a criminal background check and that said employees are clear of any sexual and drug related convictions. Contractor further certifies that all employees hired by Contractor or a subcontractor shall be free from any felony convictions.

**5.13.2 Photo Identification Badge.** Contractor shall provide a company photo identification badge to any individual assigned by Contractor or subcontractor to perform services or deliver goods on City premises. Such badge must be worn at all times while on City premises. City reserves the right to require Contractor to pay fingerprinting fees for personnel assigned to work in sensitive areas. All employees shall turn in their photo identification badges to Contractor upon completion of services and prior to final payment of invoice.

**5.14 Standards of Conduct.** Contractor is responsible for maintaining standards of employee competence, conduct, courtesy, appearance, honesty, and integrity satisfactory to the City.

**5.14.1 Supervision.** Contractor shall provide adequate and competent supervision at all times during the Contract term. Contractor shall be readily available to meet with the City. Contractor shall provide the telephone numbers where its representative(s) can be reached.

**5.14.2 City Premises.** Contractor's employees and agents shall comply with all City rules and regulations while on City premises.

**5.14.3 Removal of Employees.** City may request Contractor immediately remove from assignment to the City any employee found unfit to perform duties at the City. Contractor shall comply with all such requests.

**5.15 Licenses and Permits.** Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to Contract performance. This includes, but is not limited to, any laws or regulations requiring the use of licensed contractors to perform parts of the work.

**5.16 Contractor and Subcontractor Registration Requirements.** Prior to the award of the Contract or Task Order, Contractor and Contractor's subcontractors and suppliers must register with the City's web-based vendor registration and bid management system. The City may not award the Contract until registration of all subcontractors and suppliers is complete. In the event this requirement is not met within the time frame specified by the City, the City reserves the right to rescind the Contract award and to make the award to the next responsive and responsible proposer of bidder.

## **ARTICLE VI INTELLECTUAL PROPERTY RIGHTS**

**6.1 Rights in Data.** If, in connection with the services performed under this Contract, Contractor or its employees, agents, or subcontractors, create artwork, audio recordings, blueprints, designs, diagrams, documentation, photographs, plans, reports, software, source code, specifications, surveys, system designs, video recordings, or any other original works of authorship, whether written or readable by machine (Deliverable Materials), all rights of Contractor or its subcontractors in the Deliverable Materials, including, but not limited to publication, and registration of copyrights, and trademarks in the Deliverable Materials, are the sole property of City. Contractor, including its employees, agents, and subcontractors, may not use any Deliverable Material for purposes unrelated to Contractor's work on behalf of the City without prior written consent of City. Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City, without the prior written consent of the City.

**6.2 Intellectual Property Rights Assignment.** For no additional compensation, Contractor hereby assigns to City all of Contractor's rights, title, and interest in and to the content of the Deliverable Materials created by Contractor or its employees, agents, or subcontractors, including copyrights, in connection with the services performed under this Contract. Contractor

shall promptly execute and deliver, and shall cause its employees, agents, and subcontractors to promptly execute and deliver, upon request by the City or any of its successors or assigns at any time and without further compensation of any kind, any power of attorney, assignment, application for copyright, patent, trademark or other intellectual property right protection, or other papers or instruments which may be necessary or desirable to fully secure, perfect or otherwise protect to or for the City, its successors and assigns, all right, title and interest in and to the content of the Deliverable Materials. Contractor also shall cooperate and assist in the prosecution of any action or opposition proceeding involving such intellectual property rights and any adjudication of those rights.

**6.3 Contractor Works.** Contractor Works means tangible and intangible information and material that: (a) had already been conceived, invented, created, developed or acquired by Contractor prior to the effective date of this Contract; or (b) were conceived, invented, created, or developed by Contractor after the effective date of this Contract, but only to the extent such information and material do not constitute part or all of the Deliverable Materials called for in this Contract. All Contractor Works, and all modifications or derivatives of such Contractor Works, including all intellectual property rights in or pertaining to the same, shall be owned solely and exclusively by Contractor.

**6.4 Subcontracting.** In the event that Contractor utilizes a subcontractor(s) for any portion of the work that comprises the whole or part of the specified Deliverable Materials to the City, the agreement between Contractor and the subcontractor shall include a statement that identifies the Deliverable Materials as a “works for hire” as described in the United States Copyright Act of 1976, as amended, and that all intellectual property rights in the Deliverable Materials, whether arising in copyright, trademark, service mark or other forms of intellectual property rights, belong to and shall vest solely with the City. Further, the agreement between Contractor and its subcontractor shall require that the subcontractor, if necessary, shall grant, transfer, sell and assign, free of charge, exclusively to City, all titles, rights and interests in and to the Deliverable Materials, including all copyrights, trademarks and other intellectual property rights. City shall have the right to review any such agreement for compliance with this provision.

**6.5 Intellectual Property Warranty and Indemnification.** Contractor represents and warrants that any materials or deliverables, including all Deliverable Materials, provided under this Contract are either original, or not encumbered, and do not infringe upon the copyright, trademark, patent or other intellectual property rights of any third party, or are in the public domain. If Deliverable Materials provided hereunder become the subject of a claim, suit or allegation of copyright, trademark or patent infringement, City shall have the right, in its sole discretion, to require Contractor to produce, at Contractor’s own expense, new non-infringing materials, deliverables or works as a means of remedying any claim of infringement in addition to any other remedy available to the City under law or equity. Contractor further agrees to indemnify, defend, and hold harmless the City, its officers, employees and agents from and against any and all claims, actions, costs, judgments or damages, of any type, alleging or threatening that any Deliverable Materials, supplies, equipment, services or works provided under this contract infringe the copyright, trademark, patent or other intellectual property or

proprietary rights of any third party (Third Party Claim of Infringement). If a Third Party Claim of Infringement is threatened or made before Contractor receives payment under this Contract, City shall be entitled, upon written notice to Contractor, to withhold some or all of such payment.

**6.6 Software Licensing.** Contractor represents and warrants that the software, if any, as delivered to City, does not contain any program code, virus, worm, trap door, back door, time or clock that would erase data or programming or otherwise cause the software to become inoperable, inaccessible, or incapable of being used in accordance with its user manuals, either automatically, upon the occurrence of licensor-selected conditions or manually on command. Contractor further represents and warrants that all third party software, delivered to City or used by Contractor in the performance of the Contract, is fully licensed by the appropriate licensor.

**6.7 Publication.** Contractor may not publish or reproduce any Deliverable Materials, for purposes unrelated to Contractor's work on behalf of the City without prior written consent from the City.

**6.8 Royalties, Licenses, and Patents.** Unless otherwise specified, Contractor shall pay all royalties, license, and patent fees associated with the goods that are the subject of this solicitation. Contractor warrants that the goods, materials, supplies, and equipment to be supplied do not infringe upon any patent, trademark, or copyright, and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City, its elected officials, officers, and employees from all liability, loss and damages, whether general, exemplary or punitive, suffered as a result of any actual or claimed infringement asserted against the City, Contractor, or those furnishing goods, materials, supplies, or equipment to Contractor under the Contract.

## **ARTICLE VII INDEMNIFICATION AND INSURANCE**

**7.1 Indemnification.** To the fullest extent permitted by law, Contractor shall defend (with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and its elected officials, officers, employees, agents, and representatives (Indemnified Parties) from and against any and all claims, losses, costs, damages, injuries (including, without limitation, injury to or death of an employee of Contractor or its subcontractors), expense, and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, and litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, any goods provided or performance of services under this Contract by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or anyone that either of them control. Contractor's duty to defend, indemnify, protect and hold harmless shall not include any claims or liabilities arising from the sole negligence or willful misconduct of the Indemnified Parties.

**7.2 Insurance.** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by Contractor, his agents, representatives, employees or subcontractors.

Contractor shall provide, at a minimum, the following:

**7.2.1 Commercial General Liability.** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

**7.2.2 Commercial Automobile Liability.** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto) or, if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

**7.2.3 Workers' Compensation.** Insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

**7.2.4 Professional Liability (Errors and Omissions).** For consultant contracts, insurance appropriate to Consultant’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

**7.2.5 Other Insurance Provisions.** The insurance policies are to contain, or be endorsed to contain, the following provisions:

**7.2.5.1 Additional Insured Status.** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

**7.2.5.2 Primary Coverage.** For any claims related to this contract, Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

**7.2.5.3 Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

**7.2.5.4 Waiver of Subrogation.** Contractor hereby grants to City a waiver of any right to subrogation which the Workers' Compensation insurer of said Contractor may acquire against City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

**7.2.5.5 Claims Made Policies (applicable only to professional liability).** The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

**7.3 Self Insured Retentions.** Self-insured retentions must be declared to and approved by City. City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

**7.4 Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VI, unless otherwise acceptable to City.

City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

**7.5 Verification of Coverage.** Contractor shall furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Contractor's obligation to provide them. City reserves the right

to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**7.6 Special Risks or Circumstances.** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**7.7 Additional Insurance.** Contractor may obtain additional insurance not required by this Contract.

**7.8 Excess Insurance.** All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.

**7.9 Subcontractors.** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as the CG 20 38 04 13 endorsement.

## **ARTICLE VIII BONDS**

**8.1 Payment and Performance Bond.** Prior to the execution of this Contract, City may require Contractor to post a payment and performance bond (Bond). The Bond shall guarantee Contractor's faithful performance of this Contract and assure payment to contractors, subcontractors, and to persons furnishing goods and/or services under this Contract.

**8.1.1 Bond Amount.** The Bond shall be in a sum equal to twenty-five percent (25%) of the Contract amount, unless otherwise stated in the Specifications. City may file a claim against the Bond if Contractor fails or refuses to fulfill the terms and provisions of the Contract.

**8.1.2 Bond Term.** The Bond shall remain in full force and effect at least until complete performance of this Contract and payment of all claims for materials and labor, at which time it will convert to a ten percent (10%) warranty bond, which shall remain in place until the end of the warranty periods set forth in this Contract. The Bond shall be renewed annually, at least sixty (60) days in advance of its expiration, and Contractor shall provide timely proof of annual renewal to City.

**8.1.3 Bond Surety.** The Bond must be furnished by a company authorized by the State of California Department of Insurance to transact surety business in the State of California and which has a current A.M. Best rating of at least "A-, VIII."

**8.1.4 Non-Renewal or Cancellation.** The Bond must provide that City and Contractor shall be provided with sixty (60) days' advance written notice in the event of non-renewal, cancellation, or material change to its terms. In the event of non-renewal, cancellation, or

material change to the Bond terms, Contractor shall provide City with evidence of the new source of surety within twenty-one (21) calendar days after the date of the notice of non-renewal, cancellation, or material change. Failure to maintain the Bond, as required herein, in full force and effect as required under this Contract, will be a material breach of the Contract subject to termination of the Contract.

**8.2 Alternate Security.** City may, at its sole discretion, accept alternate security in the form of an endorsed certificate of deposit, a money order, a certified check drawn on a solvent bank, or other security acceptable to the Purchasing Agent in an amount equal to the required Bond.

## **ARTICLE IX CITY-MANDATED CLAUSES AND REQUIREMENTS**

**9.1 Contractor Certification of Compliance.** By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City-mandated clauses throughout the duration of the Contract.

**9.1.1 Drug-Free Workplace Certification.** Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into the Contract by this reference.

**9.1.2 Contractor Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations:** Contractor shall comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, Contractor shall comply with the most restrictive requirement (i.e., that which provides the most access). Contractor also shall comply with the City's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference. Contractor warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this contract contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

**9.1.3 Non-Discrimination Requirements.**

**9.1.3.1 Compliance with City's Equal Opportunity Contracting Program (EOCP).** Contractor shall comply with City's EOCP Requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a Prime Contractor liable for any discriminatory practice of its subcontractors.

**9.1.3.2 Non-Discrimination Ordinance.** Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of

subcontractors, vendors or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, or other sanctions. Contractor shall ensure that this language is included in contracts between Contractor and any subcontractors, vendors and suppliers.

**9.1.3.3 Compliance Investigations.** Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

**9.1.4 Equal Benefits Ordinance Certification.** Unless an exception applies, Contractor shall comply with the Equal Benefits Ordinance (EBO) codified in the San Diego Municipal Code (SDMC). Failure to maintain equal benefits is a material breach of the Contract.

**9.1.5 Contractor Standards.** Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment, and other sanctions.

**9.1.6 Noise Abatement.** Contractor shall operate, conduct, or construct without violating the City's Noise Abatement Ordinance codified in the SDMC.

**9.1.7 Storm Water Pollution Prevention Program.** Contractor shall comply with the City's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the SDMC, as may be amended, and any and all applicable Best Management Practice guidelines and pollution elimination requirements in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of City regardless of location.

Contractor shall comply with the City's Jurisdictional Urban Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within City boundaries as adopted by the City Council on January 22, 2008, via Resolution No. 303351, as may be amended.

Contractor shall comply with each City facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

**9.1.8 Service Worker Retention Ordinance.** If applicable, Contractor shall comply with the Service Worker Retention Ordinance (SWRO) codified in the SDMC.

**9.1.9 Product Endorsement.** Contractor shall comply with Council Policy 000-41 concerning product endorsement which requires that any advertisement referring to City as a user of a good or service will require the prior written approval of the Mayor.

**9.1.10 Business Tax Certificate.** Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate (BTC) and to provide a copy of its BTC to the City before a Contract is executed.

**9.1.11 Equal Pay Ordinance.** Unless an exception applies, Contractor shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809. Contractor shall certify in writing that it will comply with the requirements of the Equal Pay Ordinance throughout the duration of the Contract.

**9.1.11.1 Contractor and Subcontract Requirement.** The Equal Pay Ordinance applies to any subcontractor who performs work on behalf of a Contractor to the same extent as it would apply to that Contractor. Contractor shall require subcontractors performing work for contractor under their contract with the City to certify compliance with the Equal Pay Ordinance in their written subcontracts.

**9.1.11.2 Notice Requirement.** Contractor must post a notice informing its employees of their rights under the Equal Pay Ordinance in their workplace or job site.

## **ARTICLE X CONFLICT OF INTEREST AND VIOLATIONS OF LAW**

**10.1 Conflict of Interest Laws.** Contractor is subject to all federal, state and local conflict of interest laws, regulations, and policies applicable to public contracts and procurement practices including, but not limited to, California Government Code sections 1090, *et. seq.* and 81000, *et. seq.*, and the Ethics Ordinance, codified in the SDMC. City may determine that Contractor must complete one or more statements of economic interest disclosing relevant financial interests. Upon City's request, Contractor shall submit the necessary documents to City.

**10.2 Contractor's Responsibility for Employees and Agents.** Contractor is required to establish and make known to its employees and agents appropriate safeguards to prohibit employees from using their positions for a purpose that is, or that gives the appearance of being, motivated by the desire for private gain for themselves or others, particularly those with whom they have family, business or other relationships.

**10.3 Contractor's Financial or Organizational Interests.** In connection with any task, Contractor shall not recommend or specify any product, supplier, or contractor with whom

Contractor has a direct or indirect financial or organizational interest or relationship that would violate conflict of interest laws, regulations, or policies.

**10.4 Certification of Non-Collusion.** Contractor certifies that: (1) Contractor's bid or proposal was not made in the interest of or on behalf of any person, firm, or corporation not identified; (2) Contractor did not directly or indirectly induce or solicit any other bidder or proposer to put in a sham bid or proposal; (3) Contractor did not directly or indirectly induce or solicit any other person, firm or corporation to refrain from bidding; and (4) Contractor did not seek by collusion to secure any advantage over the other bidders or proposers.

**10.5 Hiring City Employees.** This Contract shall be unilaterally and immediately terminated by City if Contractor employs an individual who within the twelve (12) months immediately preceding such employment did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the selection of Contractor.

## **ARTICLE XI DISPUTE RESOLUTION**

**11.1 Mediation.** If a dispute arises out of or relates to this Contract and cannot be settled through normal contract negotiations, Contractor and City shall use mandatory non-binding mediation before having recourse in a court of law.

**11.2 Selection of Mediator.** A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Contract, if possible.

**11.3 Expenses.** The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

**11.4 Conduct of Mediation Sessions.** Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, writings and admissions will be confidential to the proceedings (pursuant to California Evidence Code sections 1115 through 1128) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though City's recommendation of settlement may be subject to the approval of the Mayor and City Council. Either party may have attorneys, witnesses or experts present.

**11.5 Mediation Results.** Any agreements resulting from mediation shall be memorialized in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability, and their actions shall not be subject to discovery.

## ARTICLE XII MANDATORY ASSISTANCE

**12.1 Mandatory Assistance.** If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided to the City under a Contract, Contractor, its agents, officers, and employees agree to assist in resolving the dispute or litigation upon City's request. Contractor's assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

**12.2 Compensation for Mandatory Assistance.** City will compensate Contractor for fees incurred for providing Mandatory Assistance. If, however, the fees incurred for the Mandatory Assistance are determined, through resolution of the third party dispute or litigation, or both, to be attributable in whole, or in part, to the acts or omissions of Contractor, its agents, officers, and employees, Contractor shall reimburse City for all fees paid to Contractor, its agents, officers, and employees for Mandatory Assistance.

**12.3 Attorneys' Fees Related to Mandatory Assistance.** In providing City with dispute or litigation assistance, Contractor or its agents, officers, and employees may incur expenses and/or costs. Contractor agrees that any attorney fees it may incur as a result of assistance provided under Section 12.2 are not reimbursable.

## ARTICLE XIII MISCELLANEOUS

**13.1 Headings.** All headings are for convenience only and shall not affect the interpretation of this Contract.

**13.2 Non-Assignment.** Contractor may not assign the obligations under this Contract, whether by express assignment or by sale of the company, nor any monies due or to become due under this Contract, without City's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Contract at the City's sole discretion. In no event shall any putative assignment create a contractual relationship between City and any putative assignee.

**13.3 Independent Contractors.** Contractor and any subcontractors employed by Contractor are independent contractors and not agents of City. Any provisions of this Contract that may appear to give City any right to direct Contractor concerning the details of performing or providing the goods and/or services, or to exercise any control over performance of the Contract, shall mean only that Contractor shall follow the direction of City concerning the end results of the performance.

**13.4 Subcontractors.** All persons assigned to perform any work related to this Contract, including any subcontractors, are deemed to be employees of Contractor, and Contractor shall be directly responsible for their work.

**13.5 Covenants and Conditions.** All provisions of this Contract expressed as either covenants or conditions on the part of City or Contractor shall be deemed to be both covenants and conditions.

**13.6 Compliance with Controlling Law.** Contractor shall comply with all applicable local, state, and federal laws, regulations, and policies. Contractor's act or omission in violation of applicable local, state, and federal laws, regulations, and policies is grounds for contract termination. In addition to all other remedies or damages allowed by law, Contractor is liable to City for all damages, including costs for substitute performance, sustained as a result of the violation. In addition, Contractor may be subject to suspension, debarment, or both.

**13.7 Governing Law.** The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

**13.8 Venue.** The venue for any suit concerning solicitations or the Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

**13.9 Successors in Interest.** This Contract and all rights and obligations created by this Contract shall be in force and effect whether or not any parties to the Contract have been succeeded by another entity, and all rights and obligations created by this Contract shall be vested and binding on any party's successor in interest.

**13.10 No Waiver.** No failure of either City or Contractor to insist upon the strict performance by the other of any covenant, term or condition of this Contract, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Contract, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any breach shall affect or alter this Contract, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

**13.11 Severability.** The unenforceability, invalidity, or illegality of any provision of this Contract shall not render any other provision of this Contract unenforceable, invalid, or illegal.

**13.12 Drafting Ambiguities.** The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms and conditions of this Contract, and the decision of whether to seek advice of legal counsel with respect to this Contract is the sole responsibility of each party. This Contract shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Contract.

**13.13 Amendments.** Neither this Contract nor any provision hereof may be changed, modified, amended or waived except by a written agreement executed by duly authorized representatives of City and Contractor. Any alleged oral amendments have no force or effect. The Purchasing Agent must sign all Contract amendments.

**13.14 Conflicts Between Terms.** If this Contract conflicts with an applicable local, state, or federal law, regulation, or court order, applicable local, state, or federal law, regulation, or court order shall control. Varying degrees of stringency among the main body of this Contract, the exhibits or attachments, and laws, regulations, or orders are not deemed conflicts, and the most stringent requirement shall control. Each party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Contract.

**13.15 Survival of Obligations.** All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Contract, as well as all continuing obligations indicated in this Contract, shall survive, completion and acceptance of performance and termination, expiration or completion of the Contract.

**13.16 Confidentiality of Services.** All services performed by Contractor, and any sub-contractor(s) if applicable, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Contractor, are for the sole use of City, its agents, and employees. Neither the documents nor their contents shall be released by Contractor or any subcontractor to any third party without the prior written consent of City. This provision does not apply to information that: (1) was publicly known, or otherwise known to Contractor, at the time it was disclosed to Contractor by City; (2) subsequently becomes publicly known through no act or omission of Contractor; or (3) otherwise becomes known to Contractor other than through disclosure by City.

**13.17 Insolvency.** If Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the Contract, written notification of the bankruptcy to the Purchasing Agent and the Contract Administrator responsible for administering the Contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of City contract numbers and contracting offices for all City contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Contract.

**13.18 No Third Party Beneficiaries.** Except as may be specifically set forth in this Contract, none of the provisions of this Contract are intended to benefit any third party not specifically referenced herein. No party other than City and Contractor shall have the right to enforce any of the provisions of this Contract.

**13.19 Actions of City in its Governmental Capacity.** Nothing in this Contract shall be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity.

## EXHIBIT D

### WAGE REQUIREMENTS: SERVICE AND MAINTENANCE CONTRACTS EXECUTED ON OR AFTER JANUARY 1, 2015

By signing this Contract, Bidder certifies that he or she is aware of the wage provisions described herein and shall comply with such provisions before commencing services.

**A. Living Wages.** This Contract is subject to the City's Living Wage Ordinance (LWO), codified at SDMC sections 22.4201 through 22.4245. The LWO requires payment of minimum hourly wage rates and other benefits unless an exemption applies. SDMC section 22.4225 requires each Bidder to fill out and file a living wage certification with the City Manager within thirty (30) days of Award of the Contract. LWO wage and health benefit rates are adjusted annually in accordance with SDMC section 22.4220(b) to reflect the Consumer Price Index. Service contracts, financial assistance agreements, and City facilities agreements must include this upward adjustment of wage rates to covered employees on July 1 of each year. In addition, Bidder agrees to require all of its subcontractors, sublessees, and concessionaires subject to the LWO to comply with the LWO and all applicable regulations and rules.

**1. Exemption from Living Wage Ordinance.** Pursuant to SDMC section 22.4215, this Contract may be exempt from the LWO. For a determination on this exemption, Bidder must complete the Living Wage Ordinance Application for Exemption.

San Diego Landfill Systems Inc.



**REPUBLIC  
SERVICES**

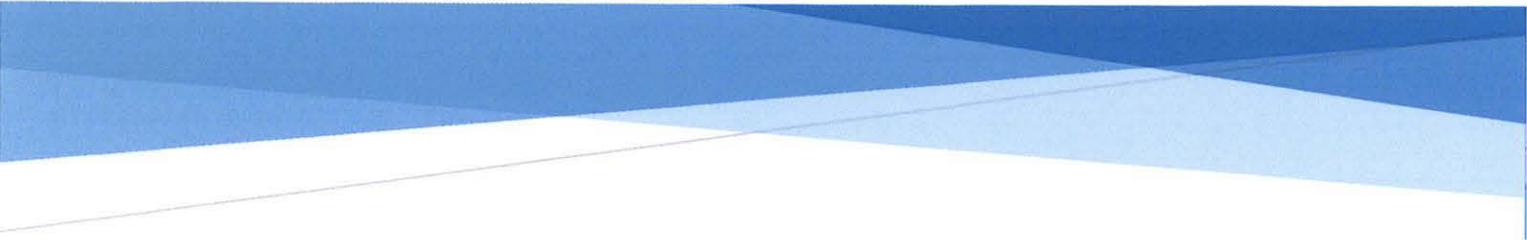
**BIOSOLIDS MANAGEMENT  
AND HAULING SERVICES**

Request for Proposal (RFP)

The City of San Diego

Solicitation Number: 10089570-20-V

Closing Date: December 30, 2019



**TAB A**

**City of San Diego**  
**CONTRACTOR STANDARDS**  
**Pledge of Compliance**

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

"Principal" means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

**This form contains 10 pages, additional information may be submitted as part of *Attachment A*.**

**A. BID/PROPOSAL/SOLICITATION TITLE:**

Biosolids Management and Hauling Services - 10089570-20-V  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**B. BIDDER/PROPOSER INFORMATION:**

San Diego Landfill Systems, LLC, a Subsidiary of Republic Services, Inc

Legal Name	8514 Mast Blvd	Santee	DBA	CA	92071
Street Address	Neil R Mohr, General Manager	(619) 733-7525	City	State	Zip
Contact Person, Title			Phone	Fax	(619) 449-1050

Provide the name, identity, and precise nature of the interest\* of all persons who are directly or indirectly involved\*\* in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

\* The precise nature of the interest includes:

- the percentage ownership interest in a party to the transaction,
- the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
- the value of any financial interest in the transaction,
- any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
- any philanthropic, scientific, artistic, or property interest in the transaction.

\*\* Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

Shaen Magan	Authorized Representative
Name	Title/Position
Fresno, CA	Tule Ranch (AgTech LLC, Western Express Transporters, Western Express)
City and State of Residence	Employer (if different than Bidder/Proposer)
Subcontractor	
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

**C. OWNERSHIP AND NAME CHANGES:**

1. In the past five ten (5) years, has your firm changed its name?  
 Yes       No

If **Yes**, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit?  
 Yes       No

If **Yes**, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business?  
 Yes       No

If **Yes**, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

**D. BUSINESS ORGANIZATION/STRUCTURE:**

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

**Corporation** Date incorporated: \_\_\_\_\_ State of incorporation: \_\_\_\_\_

List corporation's current officers: President: \_\_\_\_\_  
 Vice Pres: \_\_\_\_\_  
 Secretary: \_\_\_\_\_  
 Treasurer: \_\_\_\_\_

Type of corporation: C  Subchapter S

Is the corporation authorized to do business in California:  Yes       No

If **Yes**, after what date: \_\_\_\_\_

Is your firm a publicly traded corporation?  Yes  No

If **Yes**, how and where is the stock traded? \_\_\_\_\_

If **Yes**, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods?  Yes  No

If **Yes**, please use Attachment A to disclose.

Please list the following:	Authorized	Issued	Outstanding
a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:	_____	_____	_____
d. Value per share of common stock:		Par	\$ _____
		Book	\$ _____
		Market	\$ _____

**Limited Liability Company** Date formed: 02/09/2005 State of formation: California

List the name, title and address of members who own ten percent (10%) or more of the company:

100% Owned By Allied Waste North America LLC (Sole Member)  
18500 N Allied Way, Phoenix, AZ 85054  
\_\_\_\_\_  
\_\_\_\_\_

**Partnership** Date formed: \_\_\_\_\_ State of formation: \_\_\_\_\_

List names of all firm partners:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Sole Proprietorship** Date started: \_\_\_\_\_

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Joint Venture** Date formed: \_\_\_\_\_

List each firm in the joint venture and its percentage of ownership:

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**Note:** To be responsive, each member of a Joint Venture or Partnership must complete a separate *Contractor Standards form*.

**E. FINANCIAL RESOURCES AND RESPONSIBILITY:**

1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?  
 **Yes**       **No**

If **Yes**, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

2. In the past five (5) years, has your firm been denied bonding?  
 **Yes**       **No**

If **Yes**, use Attachment A to explain specific circumstances; include bonding company name.

3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?  
 **Yes**       **No**

If **Yes**, use Attachment A to explain specific circumstances.

4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?  
 **Yes**       **No**

If **Yes**, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?  
 **Yes**       **No**

If **Yes**, use Attachment A to explain specific circumstances.

6. Are there any claims, liens or judgements that are outstanding against your firm?  
 **Yes**       **No**

If **Yes**, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: JP Morgan Chase Bank

Point of Contact: Attn: Confirmation Credit Inquires Reference: AWIN Management, Inc. Tax ID 76-0353318

Address: PO Box 955200, Fort Worth, TX 76155-2732

Phone Number: (800) 550-8509

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

Business Tax Certificate No.: B1998011879 Year Issued: 2018

**F. PERFORMANCE HISTORY:**

1. In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?

Yes  No

If **Yes**, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

Yes  No

If **Yes**, use Attachment A to explain specific circumstances and provide principal contact information.

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

Yes  No

If **Yes**, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

Yes  No

If **Yes**, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

Yes  No

If **Yes**, use *Attachment A* to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

Yes  No

If **Yes**, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: City of San Diego Environmental Services Department

Contact Name and Phone Number: Richard Pitchford (858) 614-5509  
Contact Email: rpitchford@sandiego.gov  
Address: 5240 Convoy Street, San Diego, CA 92111  
Contract Date: April 15, 2015  
Contract Amount: \$ 41,600,000.00  
Requirements of Contract: Biosolids Management

Company Name: Orange County Sanitation District  
Contact Name and Phone Number: Jim Colston/Deidre Bingham (714)962-2411  
Contact Email: jcolston@ocsd.com  
Address: 10844 Ellis Avenue, Fountain Valley, CA 92708-7018  
Contract Date: January 1, 2013  
Contract Amount: \$ 9,000,000.00

Requirements of Contract: Biosolids Management  
Company Name: Eastern Municipal Water District  
Contact Name and Phone Number: Jeff Wasserman (951)928-3777  
Contact Email: wassermanj@emwd.org  
Address: 2270 Trumble Road, Perris, CA 92570  
Contract Date: October 15, 2018  
Contract Amount: \$ 7,500,000.00  
Requirements of Contract: Biosolids Management

**G. COMPLIANCE:**

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?

Yes  No

If **Yes**, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

2. In the past five (5) years, has your firm been determined to be non-responsible by a public entity?

Yes  No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

#### H. BUSINESS INTEGRITY:

1. In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?

Yes  No

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

Yes  No

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?

Yes  No

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

Yes  No

If **Yes**, please disclose the names of those relatives in Attachment A.

#### I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego?

Yes  No

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?

Yes  No

Certification # \_\_\_\_\_

3. Are you certified as any of the following:

- a. Disabled Veteran Business Enterprise Certification # \_\_\_\_\_  
b. Woman or Minority Owned Business Enterprise Certification # \_\_\_\_\_  
c. Disadvantaged Business Enterprise Certification # \_\_\_\_\_

#### J. WAGE COMPLIANCE:

In the past five (5) years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local **prevailing, minimum, or living wage laws**?  Yes  No If **Yes**, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

**K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:**

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name: Tule Ranch (AgTech LLC, Western Express Transporters, Western Express)

Address: 4324 E. Ashlan Avenue, Fresno, CA 93726

Contact Name: Shaen Magan Phone: (559) 222-7736 Email: shaen@tulewestern.com

Contractor License No.: N/A DIR Registration No.: N/A

Sub-Contract Dollar Amount: \$ 4,000,000.00 (per year) \$ 20,000,000.00 (total contract term)

Scope of work subcontractor will perform: Land Application, Lime Stabilization, Transportation

Identify whether company is a subcontractor or supplier: Subcontractor

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contractor License No.: \_\_\_\_\_ DIR Registration No.: \_\_\_\_\_

Sub-Contract Dollar Amount: \$ \_\_\_\_\_ (per year) \$ \_\_\_\_\_ (total contract term)

Scope of work subcontractor will perform: \_\_\_\_\_

Identify whether company is a subcontractor or supplier: \_\_\_\_\_

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

**L. STATEMENT OF AVAILABLE EQUIPMENT:**

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

**M. TYPE OF SUBMISSION:** This document is submitted as:

- Initial submission of *Contractor Standards Pledge of Compliance*
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Cooperative agreement
- Initial submission of *Contractor Standards Pledge of Compliance* as part of a Sole Source agreement
- Update of prior *Contractor Standards Pledge of Compliance* dated \_\_\_\_\_.

**Complete all questions and sign below.**

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

(a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.

(b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).

(c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).

(d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).

(e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

**Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.**

Neil R Mohr, General Manager



12/12/19

Name and Title

Signature

Date

**City of San Diego  
CONTRACTOR STANDARDS  
Attachment "A"**

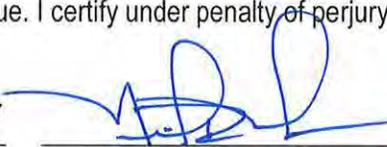
Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed.  
Print in ink or type responses and indicate question being answered.

INTENTIONALLY LEFT BLANK

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

Neil Mohr, General Manager

Print Name, Title



Signature

12/12/19

Date

**AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS**

As part of this Contract, the Contractor must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

CHECK ONE BOX ONLY.

- The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.
- The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/ REMEDIAL ACTION TAKEN

Contractor Name: San Diego Landfill Systems (SDLS)/Republic Services

Certified By Neil Mohr Title General Manager

  
 \_\_\_\_\_  
 Name  
 \_\_\_\_\_  
 Signature

Date December 12, 2019

**EQUAL OPPORTUNITY CONTRACTING (EOC)**

1200 Third Avenue, Suite 200 • San Diego, CA 92101  
Phone: (619) 236-6000 • Fax: (619) 236-5904

**BB. WORK FORCE REPORT**

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.3517, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

**NO OTHER FORMS WILL BE ACCEPTED  
CONTRACTOR IDENTIFICATION**

Type of Contractor:  Construction  Vendor/Supplier  Financial Institution  Lessee/Lessor  
 Consultant  Grant Recipient  Insurance Company  Other

Name of Company: Republic Services, Inc.

ADA/DBA: San Diego Landfill Systems, LLC (SDLS)

Address (Corporate Headquarters, where applicable): 8514 Mast Boulevard

City: Santee County: San Diego State: CA Zip: 92017

Telephone Number: 619-449-9026 Fax Number: \_\_\_\_\_

Name of Company CEO: Neil Mohr, General Manager

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: Same

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_

Type of Business: Solid Waste and Recycling Services Type of License: \_\_\_\_\_

The Company has appointed: Neil Mohr, General Manager

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: 8514 Mast Boulevard, Santee, CA 92017

Telephone Number: 619-449-9026 Fax Number: \_\_\_\_\_ Email: nmohr@republicservices.com

- One San Diego County (or Most Local County) Work Force - Mandatory
- Branch Work Force \*
- Managing Office Work Force

Check the box above that applies to this WFR.

\*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.

I, the undersigned representative of San Diego Landfill Systems, LLC

San Diego (County), California (State) hereby certify that information provided

herein is true and correct. This document was executed on this 12th day of December, 2019

  
\_\_\_\_\_  
(Authorized Signature)

Neil R. Mohr  
\_\_\_\_\_  
(Print Authorized Signature Name)

**WORK FORCE REPORT – Page 2**

NAME OF FIRM: San Diego Landfill Systems, LLC (SDLS)

DATE: 12/12/19

OFFICE(S) or BRANCH(ES): San Diego

COUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	2		2			1	1					2		
Professional			1											
A&E, Science, Computer														
Technical														
Sales														
Administrative Support			8	9								2	2	
Services														
Crafts			3									3		
Operative Workers	1		17									3		
Transportation														
Laborers*	1		20		1							4		

\*Construction laborers and other field employees are not to be included on this page

Totals Each Column	4	0	51	9	1	1	1	0	0	0	14	2	0	0
--------------------	---	---	----	---	---	---	---	---	---	---	----	---	---	---

Grand Total All Employees 83

Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled	0	0	0	0	0	0	0	0	0	0	0	0	0	0
----------	---	---	---	---	---	---	---	---	---	---	---	---	---	---

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

**WORK FORCE REPORT – Page 3**

NAME OF FIRM: San Diego Landfill Systems, LLC (SDLS)

DATE: 12/12/19

OFFICE(S) or BRANCH(ES): San Diego

COUNTY: San Diego

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native
- (5) Native Hawaiian or Pacific Islander
- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														

Totals Each Column	N/A													
--------------------	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----

**Grand Total All Employees** 0

Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled	0	0	0	0	0	0	0	0	0	0	0	0	0	0
----------	---	---	---	---	---	---	---	---	---	---	---	---	---	---

**LIVING WAGE ORDINANCE  
 CERTIFICATION OF COMPLIANCE**  
 REQUIRED BY SAN DIEGO MUNICIPAL CODE §22.4225(c)

**COMPANY INFORMATION**

Company Name: San Diego Landfill Systems, LLC (SDLS)  
 Company Address: 8514 Mast Boulevard, Santee, CA 92071  
 Company Contact Name: Neil Mohr, General Manager Contact Phone: 619-449-9026

**CONTRACT INFORMATION**

Contract Number (if no number, state location): RFP 10089570-20-V Start Date:  
 Contract Title (or description): Biosolids Management and Hauling Services End Date:  
 Purpose/Service Provided: Biosolids Management

**TERMS OF COMPLIANCE**

A contractor or subcontractor working on or under the authority of an agreement subject to the Living Wage Ordinance [LWO] must comply with all applicable provisions of the LWO unless specifically approved for an exemption. Basic requirements of the LWO are:

- (a) Pay covered employees the current fiscal year hourly wage rate;
- (b) If any lesser amount is applied toward the health benefits rate, add this difference to the hourly wage rate as cash;
- (c) Provide minimum of 80 compensated leave hours per year for illness, vacation, or personal need at the employee's request and permit 80 additional unpaid leave hours for personal or family illness when accrued compensated leave hours have been used;
- (d) Annually distribute a notice with the first paycheck after July 1 to inform all covered employees of LWO requirements, their possible right to Federal Earned Income Tax Credit, and possible availability of health insurance coverage under the Affordable Care Act;
- (e) Prohibit retaliation against any covered employee who alleges noncompliance with the requirements of the LWO;
- (f) Permit access for authorized City representatives to work sites and records to review compliance with the LWO;
- (g) Maintain wage and benefit records for covered employees for 3 years after final payment;
- (h) Perform at least fifty percent (50%) of the work with its own employees; and
- (i) File a Living Wage Ordinance Certification of Compliance with the City within 30 days of becoming a covered employer.

If a subcontractor fails to submit this completed form, the prime contractor may be found in violation of the LWO for failure to ensure its subcontractor's compliance. This may result in a withholding of payments or termination of the agreement.

**CONTRACTOR CERTIFICATION**

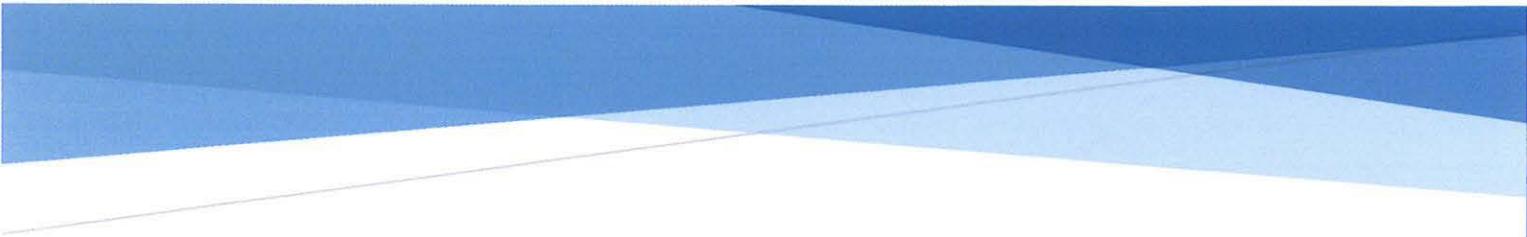
By signing, the contractor certifies under penalty of perjury under laws of the State of California to comply with the requirements of the Living Wage Ordinance.

Neil Mohr  
 \_\_\_\_\_  
 Name of Signatory  
  
 \_\_\_\_\_  
 Signature

General Manager  
 \_\_\_\_\_  
 Title of Signatory  
 12/12/19  
 \_\_\_\_\_  
 Date

**FOR OFFICIAL CITY USE ONLY**

Date of Receipt: \_\_\_\_\_ LWO Analyst: \_\_\_\_\_ Contract Number: \_\_\_\_\_



**TAB B**

San Diego Landfill Systems Inc.



**REPUBLIC  
SERVICES**

**BIOSOLIDS MANAGEMENT  
AND HAULING SERVICES**

Request for Proposal (RFP)

The City of San Diego

Solicitation Number: 10089570-20-V

Closing Date: December 30, 2019



## Table of Contents

### **A – Information and Forms**

- 2.1 Contract Signature Page – Addendum E
- 2.2 Exceptions
- 2.3 Contractor Standards Pledge
- 2.4 Equal Opportunity Contracting
  - AA. Certification of Pending Actions
  - BB. Workforce Report
- 2.5 Living Wage Ordinance Certification of Compliance
- 2.6 Licenses - *Not Applicable*
- 2.7 Manufacturer's Price List - *Not Applicable*
- 2.8 Additional Information (See Tab D - Appendix)
- 2.9 Safety Data Sheet - *Not Applicable*

### **B – Executive Summary and Responses to Specifications**

- 2.10 Title Page
- 2.11 Table of Contents
- 2.12 Executive Summary
- 2.13 Proposer's Response

### **C – Cost/Price Proposal**

- Pricing Schedule

### **D – Appendix**

- Land Application – Detail
- Lime Stabilization – Detail
- Contingency and Emergency Response Plan
- AG TECH Land Application Registration & Permits
- Otay Landfill Solid Waste Facilities Permit
- Copper Mountain Landfill Master Facility Plan Approval

# EXECUTIVE SUMMARY

San Diego Landfill Systems (SDLS)/Republic Services has successfully and cost efficiently managed the City of San Diego's biosolids since 2000, following the acquisition of the solid waste landfills from the County of San Diego and the completion of the Facility Franchise Agreement negotiated with the City of San Diego. We are proud of our track record of compliance, quality service and environmental responsibility.

We are eager to continue in partnership with the City of San Diego for the management and transportation of biosolids to provide the City with reliable and demonstrated services and offer a portfolio of proven options to ensure cost effective management in a dynamic industry, with the flexibility to take advantage of innovative emerging solutions.

Rapidly advancing technology in the biosolids industry brings potential new solutions that are being tested and piloted today and may prove to be useful options for biosolids management in the near future. As an industry leader, SDLS has the capacity to research, test and deploy innovative solutions for the benefit of our communities.

## Proposal Overview

SDLS proposes primary solutions focused on a combination of Land Application (60 percent) and Lime Stabilization (40 percent) to serve the City of San Diego's needs (Top Two Proposed Options).

Additional Proposed Options include soil amendments for use as alternative daily cover at landfills, as well as emerging technology alternatives. We currently are validating a very promising innovative process that aligns with City of San Diego Climate Action Plan goals by reducing vehicles miles traveled, reducing water and energy use, and creating beneficial yield results. As new options become available and demonstrate success, SDLS will bring those forward to the City of San Diego for consideration as part of a portfolio of tools that we can leverage to meet Climate goals and lead the way in sustainability.

Landfilling also is included as a "safety net" additional option, allowing local capacity in the event of emergency or other unforeseen circumstances.

## Proposal Benefits

- Reduction in vehicle miles traveled
- Cost effective – proven capability and expertise
- Track-record of compliance, including crop performance
- Size and scale to implement innovative emerging options

SDLS has the proven capability and expertise to consistently meet and exceed the City of San Diego's requirements and expectations. We look forward to continued partnership for biosolids management and a positive impact on our City and our environment.

# PROPOSER'S RESPONSE

## QUALIFICATIONS

### Project Experience

San Diego Landfill Systems (SDLS) has successfully and efficiently managed the City of San Diego's biosolids since 2000. Neil Mohr, SDLS General Manager, has been responsible for the project management, implementation and reporting throughout the term of the agreement and is proposed to continue as Project Manager. He brings more than 30 years of experience in the solid waste and recycling industry, along with technical, environmental and contract implementation expertise to support the City of San Diego's goals for biosolids management.

SDLS has selected Tule Ranch, LLC and its subsidiaries (Ag Tech, LLC, Western Express Transporters, Inc. and Western Express) to assist in serving the City of San Diego needs. Tule Ranch has been in business more than 40 years, and is dedicated to providing biosolids services in a "turnkey" system with its own fleet of CARB Compliant equipment. Permitted by the Arizona Department of Environmental Quality (ADEQ), Tule Ranch offers, Class A&B **Land Application, Lime Stabilization**, and other services in accordance with Federal, State and local regulations. Tule Ranch brings extensive experience in contracting with municipal agencies for safe, effective beneficial reuse of organic residuals.

*SDLS and Tule Ranch have the only web-based biosolids agronomic tracking and compliance platform in the United States.*

## **TOP TWO PROPOSED BIOSOLIDS MANAGEMENT OPTIONS**

- **Land Application**

(See Tab D – Appendix, Land Application Detail)

***Ag Tech LLC (Yuma, AZ) – a subsidiary of Tule Ranch, LLC***

- More than 15,000 acres permitted by ADEQ for land application
- Beneficial reuse of all materials as soil amendment and crop nutrients through permitted and approved Land Application techniques – typical crops include barley, cotton, alfalfa, wheat, silage corn and sorghum
- Treatment, monitoring, testing and preparation for Land Application within 24 hours of arrival
- More than 40 years of proven experience providing comprehensive biosolids management services for agencies including Orange County Sanitation District (OCSD), Eastern Municipal Water District (EMWD), Los Angeles County Sanitation District, City of Los Angeles, City of San Diego, City of San Diego and County of Ventura
- Permits, Authorizations, Licenses
  - Federal 40 CFR 503 Rule
  - AZDEQ 2013-001 (18 A.A.C.0, Article 10)

- **Lime Stabilization**

(See Tab D Appendix, Lime Stabilization Detail)

***Ag Tech LLC (Yuma, AZ) – a subsidiary of Tule Ranch, LLC***

- Alkaline treatment of sewage sludge (sub-Class B Biosolids) – pasteurization resulting in Exceptional Quality (EQ) Class A biosolids-based finished agricultural fertilizer soil amendment
- Capacity to treat 800 to 1500 wet tons of biosolids per operating day
- Rigorous testing is conducted through daily, weekly and monthly sampling
- Strict compliance with Federal, State and local regulatory standards
- Stabilization operations since 2000, serving municipalities and special districts in California and Arizona
- Processing begins immediately upon delivery to Stabilization facility, and Land Applied within 48 hours of finished processing
- Soil amendments will be blended and land applied as part of the normal permitted agricultural activities currently occurring on the Ag Tech farm sites producing foliage crops (no additional permits required).
- Permits, Authorizations, Licenses
  - Notice of Acceptance - Biosolids Application Registration (See Tab D - Appendix)

## ADDITIONAL PROPOSED BIOSOLIDS MANAGEMENT OPTIONS

Blending biosolids with compost to make a soil amendment is an option to provide the City with recycling credits. The Otay Landfill is offered as an additional management option to utilize the soil amendment as Alternate Daily Cover.

SDLS and Republic continuously work to research promising, innovative biosolids management options resulting from emerging technology. SDLS proposes the flexibility to bring forward to the City new technology as it is tested and validated – to offer proven new solutions – especially those focused on enhancing Climate Action Plan (CAP) goals. For example, thorough evaluation currently is under way on a process that would benefit the CAP by reducing vehicle miles travelled, reducing water and energy use, and supporting crop yield.

Landfilling also is identified as a potential alternative, providing an important “fail safe” option in the event of natural disaster or other unforeseen circumstances. Identifying landfill disposal capacity at Otay Landfill and Copper Mountain Landfill, both owned and operated by SDLS/Republic, ensures the City a secure option that is cost effective and can be immediately activated if necessary. Both sites have sufficient capacity to serve emergency needs.

- Permits, Authorizations, Licenses
  - Solid Waste Facility Permit – Otay Landfill (See Tab D – Appendix)
  - Solid Waste Facility Permit – Copper Mountain Landfill (See Tab D – Appendix)

## HAULING EXPERIENCE AND CAPACITY

### *Western Express Transporters, Inc., and Western Express, Inc. – subsidiaries of Tule Ranch, LLC*

- More than 20 years of experience owning and operating a dedicated fleet of equipment specifically designed for safely and efficiently transporting biosolids
- All equipment in conformance with City of San Diego specifications, **Certified CARB Compliant**, and operated under current ELD mandates
  - 80+ freightliners, water-tight bottom dump trailers, walking floor trailers and end dump trailers
- Permitted by the Interstate Commerce Commission and California Public Utilities Commission
- In conformance with City requirements and standards for Loading, Transportation, Hauling, Storage and Operations
- Permits, Authorizations, Licenses
  - USDOT 1136287
  - MC 457858
  - CA 255784



**TAB C**

# COST/PRICE PROPOSAL

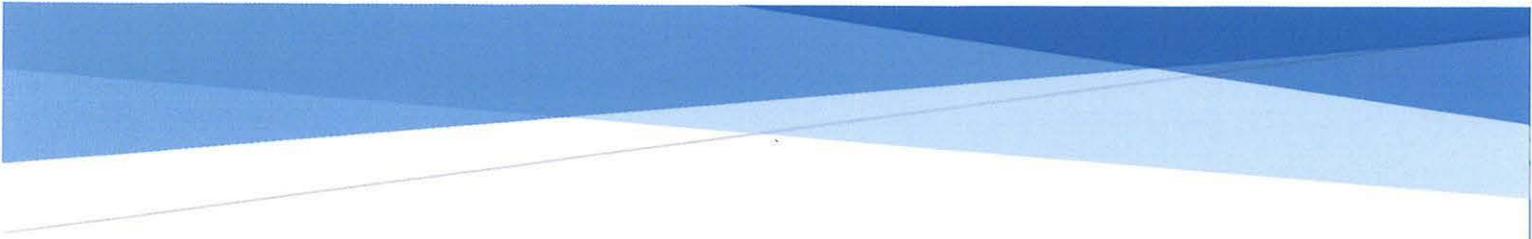
## PRICING SCHEDULE

### Section I. Top Two Proposed Biosolids Management Options

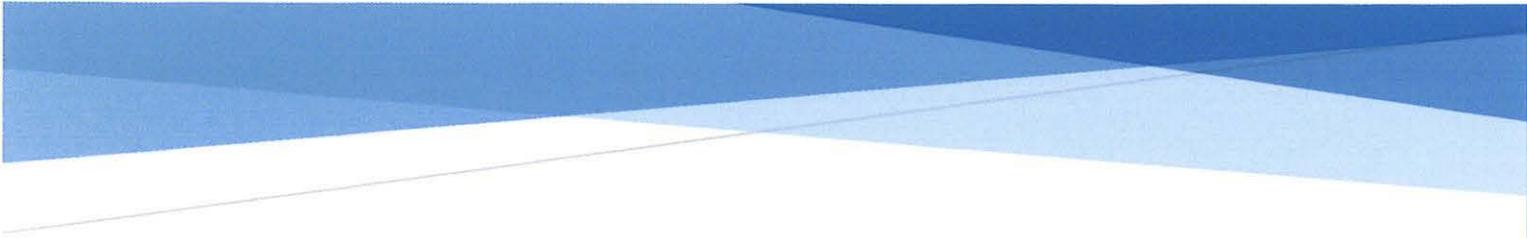
Biosolids Management Option	Location/Facility Name	Base Cost (\$/wet ton)
Land Application (60%)	Tule Ranch – Yuma, AZ	\$53
Lime Stabilization (40%)	Tule Ranch – Yuma, AZ	\$63

### Section II. Additional Proposed Biosolids Management Options (Optional)

Biosolids Management Option	Location/Facility Name	Base Cost (\$/wet ton)
Soil/Alternative Cover	Otay Landfill	\$52
Landfill – Emergency Situation	Otay Landfill/Copper Mountain Landfill	\$50
Emerging Technology	To Be Determined	To Be Determined



**TAB D**



# **LAND APPLICATION DETAIL**

## Management Option #1: Land Application of Biosolids

**Note:** "Biosolids" refers to non-hazardous sewage sludge as defined in 40CFR 503.9 and Arizona Administrative Code (A.A.C.) R18-9-1001.7 that are prepared for the purpose of beneficial re-use.

### General Characteristics

Tule Ranch accepts biosolids from, Eastern Municipal Water District, Orange County Sanitation District, City of Yuma, City of Escondido and several others. The above generators process their biosolids through anaerobic digestion followed by dewatering. The consistency is that of a paste with a moisture content that varies between 20 and 30% solids. Biosolids contain large amounts of organic matter which are bound as plant nutrients, such as nitrogen and phosphorous, as well as plant micronutrients, such as copper, selenium, and zinc. Biosolids, on an average dry basis, show a plant fertilizer value of 4.5 – 2.5 – 1 NPK.

The content of metals in biosolids is comparable or lower than other commonly used fertilizers. The 40 CFR Part 503 biosolids regulations define the metal limits as "Ceiling Concentration" and "Exceptional Quality". Biosolids qualify for land application if at a minimum they meet the ceiling concentration with the condition that the sites receiving can track, on an annual basis, the cumulative soil loading for all metals. The above-mentioned generators produce exceptional quality biosolids which exempts Tule Ranch from tracking the cumulative metals soil loading. However, this tracking is still being done and reported.

### Application Rates

Application rates are based on the nitrogen content in biosolids, expressed in milligrams of Nitrogen per kilogram, and the desired crop nitrogen needs. Nitrogen content in biosolids is determined from the average shown in the generator's reports provided monthly. Each crop has a specific nutrient requirement determined in the literature (e.g. Western Fertilizer Handbook). Biosolids is applied to a site in enough quantity in order to fulfill this need, also known as agronomic rate. Table 1 summarizes the plant nutrient requirement for the most common crops.

Crop	Crop Yield (tons)	Biosolids Application Rate (lb/acre)		
		N	P	K
Barley	2.5	200	60	160
Cotton	0.75	250	65	125
Silage Corn	12.0	250	60	150
Sorghum	3.5	225	60	165
Sudan	6	280	70	185
Wheat	3.0	250	70	200
Alfalfa	8.0	600	95	480

## Crop Specific Application Rate

The application rate for each particular site is first estimated from the site area, the crop to be planted, and the average nutrients in biosolids.

The results of the biosolids from different sources and a projection of the quantities of biosolids loads that are expected from each source are factored into the application rate calculation. This estimate produced by the site manager and provided to the field application foreman.

The primary factors used to calculate the application rate are the percent solids and nitrogen content of the biosolids, the nitrogen mineralization and volatilization rates, and the nitrogen needs for the crop to be planted (also known as plant available nitrogen or PAN). Application rates for crops subsequent to the first crop application may be reduced by the amount of nitrogen carryover when biosolids is applied to the same field in successive cropping seasons. If that is the case, a carryover of 10% is estimated for the PAN calculations. Subsequent applications have a 5%, 3%, and 3% carryover for the prior three years, respectively.

Tule Ranch integrates the process of determining target application rates and nutrient loading limits with the computerized tracking system. The site manager determines target application rates after consultation with the farm manager. The site manager determines the desired nitrogen and other nutrient levels utilizing soil and crop analyses, crop yield, and standard agronomic tables. He inputs this data into an electronic calculation table for a determination of the appropriate biosolids application rate required in order to reach the desired soil fertility levels. The system utilizes current biosolids analysis data to compute the target application rate needed to meet the fertility goals while maintaining a safe level of trace metals loading following an algorithm outlined below. The criteria for the critical parameter monitoring are included in the 40 CFR Part 503 Rule.

**Step 1)** Determine the crop's nitrogen requirement (CNR) by the method described in the preceding paragraph.

**Step 2)** Compute the pounds of available Nitrogen per ton of biosolids applied using the following embedded formula or nitrate testing of soil:

$$\text{Pounds N/Ton Biosolids} = ((\% \text{NH}_4\text{-Ni}) \times \% \text{Solids} \times 500) + ((\% \text{NO}_3\text{-Nj}) \times \% \text{Solids} \times 2000) + ((\% \text{No}) \times \% \text{Solids} \times 400)$$

Where: Ni = inorganic nitrogen in biosolids  
No = organic nitrogen in biosolids

**Step 3)** Compute residual nitrogen from previous land application as a measure of the percentage of original applied amount:

- a) for current proposed crop = 20%
- b) for second crop rotation = 10%
- c) for third crop rotation = 5%
- d) for fourth crop rotation = 3%
- e) for fifth crop rotation = 3%

$$\text{Residual Nitrogen (RN)} = 3.a + 3.b + 3.c + 3.d + 3.e$$

or use most recent soil test data to determine PAN.

**Step 4)** Compute Target Application Rate (TAR):

$$\text{CNR} - \text{RN} = \text{TAR (pounds of N/acre)}$$

$$\text{TAR (pounds of N/acre)} / \text{Step 2 (lb. N/ ton biosolids)} = \text{TAR (tons biosolids/acre)}$$

**Step 5)** Determine application limits based on annual whole sludge application rate (AWSAR)

Cumulative Pollutant Loading Rates, in Kg/ha, from Table 3, according to 40 CFR 503.13

A) Maximum Annual Pollutant Loading Rate, in Kg/ha, according to 40 CFR 503.13(b)(4):

<u>Kg/ hectare</u>	
Arsenic .....	2.0
Cadmium .....	1.9
Chromium .....	150.0
Copper.....	75.0
Lead .....	15.0
Mercury .....	0.85
Molybdenum .....	0.90
Nickel.....	21.0
Selenium.....	5.0
Zinc.....	140.0

B) Cumulative Pollutant Loading Rate, in Kg/ha, according to 40 CFR 503.13 (b)(2):

<u>Kg/ hectare</u>	
Arsenic .....	41
Cadmium .....	39
Chromium .....	3000
Copper.....	1500
Lead .....	300
Mercury .....	17
Molybdenum .....	18
Nickel.....	420
Selenium.....	100
Zinc.....	2800

**Step 6)** Determine the Target Application Rate (TAR)

The computer will default to the lowest sum in Steps 4 and 5 and this will be the TAR.

**Step 7)** Compute the remaining site life in years:

Determine the number of pounds of each metal that were added throughout the year utilizing the Annual Pollutant Loading Rates, Ceiling Concentration Limits (APLR),

prior application amounts, and Cumulative Pollutant Loading Rates, compute the remaining site life at current application rates:

$$\text{AWSAR} = \text{APLRC} \times 0.001$$

The target application rate is monitored using the consolidated reporting forms and the computerized tracking system. The data is entered into the computer daily except weekends and holidays.

**a. Tracking Site Lifetime Application**

The tracking of site lifetime application is not required by 40 CFR 503 for exceptional quality biosolids; however this is done. The potential biosolids application life for a particular site is calculated on a yearly basis and depends on the metals content of the biosolids and the application rate.



# **LIME STABILIZATION DETAIL**

## Management Option #2: "Lime Stabilization of Biosolids"

### Background

We accept only dewatered sewage sludge that has been approved by EPA/ADEQ which meets the Pollutant Concentrations which limits in sewage sludge have been established in 40 CFR part 503 for this facility. Approved dewatered sewage sludge is blended on a portion of the Tule Ranch/Ag Tech commercial farm property for use as part of the normal permitted agricultural activities currently occurring on the various farm properties. The blended and stabilized soil amendments will be used exclusively by Ag Tech as an accessory and incidental part of the farm agricultural activities. All use and application of soil amendments will occur in strict compliance with ordinances and regulations of the State of Arizona and the USEPA



We will require that any and all Generators of dewatered Sewage Sludge provide monitoring and testing results of Sewage Sludge generated from their respective facilities and ensure their findings or results meet compliance standards. All Sewage Sludge received will be processed immediately upon delivery to the Stabilization Treatment Site.

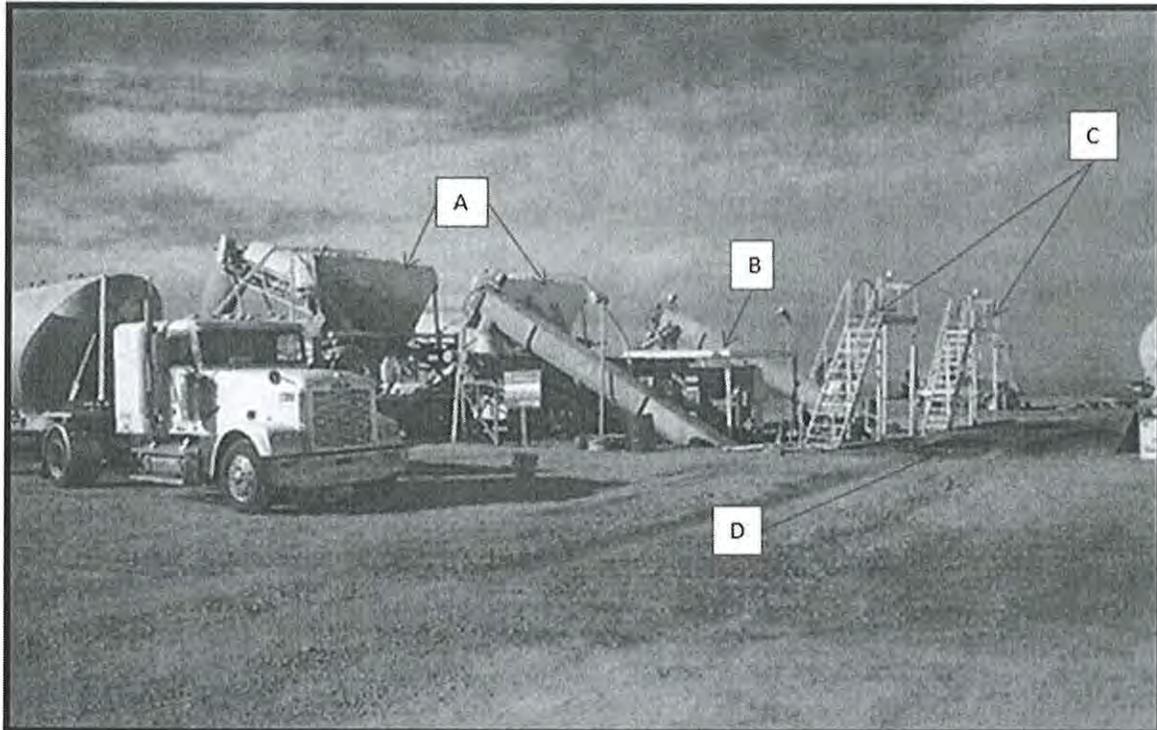
The soil amendment blending process is a "Lime Stabilization" activity that results in a final Exceptional Quality (EQ) Class A biosolids based soil amendment product in compliance with local, State and Federal regulations. The process is similar to, and consistent with, existing biosolids chemical stabilization activities, practices and procedures, currently allowed and engaged across the United States.

Enacted in 1993, CFR Part 503 regulations impose self-implementing for the use and disposal of municipal biosolids while encouraging their beneficial reuse. EPA Section 503 regulations recognize any process that maintains the required PH and temperature over the specified period of time. The "Lime Stabilization" process can, with only minor operating modifications, generate a Class-A Biosolids product that is readily amendable to various beneficial reuse options.

The Lime stabilization process consists of mixing dry, screened quicklime with dewatered solids cake to form a high PH and moderately high temperature biosolids environment unsuitable for survival of many pathogens.

The highly caustic hydrated lime causes the PH of the dewatered solids and quicklime mixture to rise above 12.0 and the heat generated by this reaction typically raises the temperature of the mixture above 122degrees F. This pasteurization satisfies one of the seven Processes to

Further Reduce Pathogens, "PFRF" listed in the 503 regulations. The EPA regulations recognize the impact that biosolids PH, temperature and contact time have on pasteurization requirements. At a pH of 12, (a high base on the pH scale), pathogens and other microorganisms are destroyed or inhibited because their complex molecules and cellular walls are split-open by such alkalinity reactions as hydrolysis and saponification.



**A. Lime Storage. B. Control Station. C. Elevated Wash Platforms. D. 70' Steel Receiving Station**

Class A lime stabilization is quickly gaining popularity as one of the most cost-effective methods for complying with 503 Class A regulations. In the United States there are many successful facilities currently in operation and each year more are coming online. Alkaline stabilization technologies have gained popularity because the process is proven to provide a timely and cost-effective way to achieve Class A Pathogen, vector and odor control treatment as compared to other more capital intensive technologies like heat drying, radiation or in-vessel composting.

Alkaline agents commonly used in the industry consist of lime, cement kiln dust, Portland cement, alkaline fly-ash and silicates. Of these examples, quicklime fine represents the highest active ingredient and thus is the most efficiently generated heat which increases pH levels. The US Bureau of Mines has 3 basic categories of lime available to stabilize sewage sludge. These types are (1) hydrated, (2) dolomitic, and (3) quicklime. Quicklime is the preferred lime material to use because of its higher calcium oxide content. Pulverized Quicklime fines have active ingredient contents ranging from 94% to 97% pure calcium oxide (CaO).

The alkaline stabilization/pasteurization process, through a number of simple steps, converts dewatered biosolids into a value-added beneficial reuse product that can be effectively utilized within numerous agricultural communities.

The main goals of the alkaline stabilization/pasteurization process are as follows:

- Disinfection/stabilization with pathogen and vector controls.
- Dilution of contaminants.
- Shorten treatment times and increase storage times minimalizing bacterial re-growth.
- Reduce costs while establishing easy to operate and manage the process.
- Create a value-added marketable agricultural product.
- Reduce odor potential.

### **PH Level**

The alkaline stabilization process is designed to comply with 40 CFR 503, Class A regulations by destroying harmful pathogenic bacteria (through pH, ammonia and heat), remove additional water, (which delays bacteria re-growth and increases storage capacity), increase solids content ( by creating a granular uniform end-product). To ensure that the objectives are met, the biosolids material must undergo a temperature and pH increase as the dewatered biosolids moves through the insulated sludge transfer and lime mixing chambers on its way to becoming a value-added agricultural product.

As lime is added to the dewatered cake solids, there is an immediate increase in temperature, pH and ammonia concentrations within the insulated mixing chambers leading to complete (98% to 100%) pathogen destruction depending upon the lime dose rate. The lime dose rate can be adjusted and typically varies from 3% to 60% depending on the on the percent dry of material being received and level of pathogen treatment desired. At a normal (10% to 15%) lime dose rate, the temperature of the admixture can range between 50C to 70C and the admixture can exceed pH 12 levels for specified periods of time.

Both pH and temperature regimes within the admixture can be monitored and controlled by the lime feed rate, sludge transfer speed and mixing chamber speeds within the final insulated mixing chamber. The amount of water removed through heat or hydration and granularity of the end product are also controlled by the lime dosage rate and controlling the speed of the twin flights contained inside the insulated mixing chamber. The addition of lime serves a number of purposes:

1. Raises the temperature of the sludge/lime mixture.
2. Raises the pH of the sludge/lime admixture.
3. Disinfects with production of "free" ammonia gas.
4. Granulates end-product and controls odors.

The initial heat rise occurs due to a natural chemical reaction, (referred to as exothermic reaction), between the quicklime, (96% CaO) and because of the small particle size of the quicklime fines, (almost the consistency of talcum powder). The final end-product is granular because the quicklime has podzolic properties which increase particle aggregation. Further, the addition of quicklime absorbs moisture thereby increasing the admixture dry solids content which facilitates drying and further controls potential odor. By controlling pH and absorbing

moisture, the higher solids content of the final end-product further reduces the potential for microbial re-growth and odor generation potential.

Both dolomitic and quicklime are converted to hydrated lime ( $\text{CaOH}_2$ ) by reacting with water within the dewatered biosolids material (75% moisture at 25% dry solids content). The hydrated lime causes the pH of the sludge/water matrix to rise to 12 or above depending on the lime dosage rate. Most importantly, the hydration of lime generates 491 Btu's of heat per pound of CaO added and removes 0.32lbs of water from the sludge as water vapor or steam, further increasing the solids content and pathogenically stabilizing the end-product. Stabilizing the entire sludge/lime mixture is important as it better ensures that all of the material or sludge particles have come in contact with the high pH solution matrix. This creates an effective environment for pathogen destruction, substrate carbon stabilization by reducing pH decay of the end-product.

### **Time and Temperature**

The 503 regulations describe several alternatives or methods for achieving Class A levels of pathogen reduction. These alternatives describe different time-temperature regimes that must be met in order to effectively reduce pathogens. The two most popular alternatives #1 and #2 require Temperature-Time Regimes applied to achieve pathogen reduction.

1. Pasteurization by treatment at 70C for 30 minutes.
2. Composting at 55C for 3 days.

At temperature above 50C reports indicate that Helminth and Ascaris ova are quickly destroyed. Controlling temperature is one advantage that lime stabilization systems offer as lime dose rate can easily be adjusted to maintain a constant temperature within the sludge/lime mixing chamber. With the addition of insulation or supplemental heat, it is easy to maintain a sludge mixing chamber within the desired temperature range of 50C to 70C. Depending upon the volume of sludge being processed and the variable speed adjustments necessary to control mixing rate and sludge contact time to comply with 40 CFR 503 temperature-Time requirements for achieved process treatment and to ensure complete pathogen destruction. The USEPA 40 CFR 503 regulations allow other treatment alternatives to be used to achieve the same level of pathogen treatment.

### **Pathogen Treatment**

The density of fecal coliform in the biosolids must be less than 1,000 most probable number (MPN) per gram total solids (dry weight basis).

Or,

The density of Salmonella sp. Bacteria in the biosolids must be less than 3 MPN per 4 grams of total solids (dry weight basis).

When the biosolids are used or disposed via land application and pathogen reduction must take place before or at the same time as vector attraction reduction, except when pH adjustment, % solids, vector attraction, and injection or incorporation options are met.

### **Vector Attraction Reduction**

In addition to regulating pathogen concentrations, part 503 regulations include requirements for reducing the tendency of biosolids to attract disease vectors such as rodents and insects. Lime treatment is one of the methods sanctioned in the regulations. To meet vector attraction reduction regulations using lime stabilization techniques, the pH of sludge mixtures must be raised to pH 12 or higher for 2 hours and subsequently maintained at or above 11.5 for another 22 hours without the addition of additional lime.

### **Ammonia Disinfection**

One of the most noticeable characteristics of stabilizing biosolids with lime is the amount of ammonia generated. Ammonia is a natural by-product of the reaction of sludge with lime. The amount of lime added combined with the level of inorganic-N contained in sludge at the time of lime addition is directly proportional to the amount of free ammonia generated following the addition of lime. The inorganic nitrogen in the sludge reacts with hydrogen ions to form free ammonia gas.

The quantity of ammonia gas released to the sludge/lime mixture is a direct function of: (a) the level of initial sludge inorganic-nitrogen and chemistry and (b) sludge/lime pH levels. For example, as the sludge pH increases the production of free ammonia also increases.

- 1% conversion of ammonium to ammonia at pH 7
- 10% conversion of ammonium to ammonia at pH 8.4
- 50% conversion of ammonium to ammonia at pH 9.4
- 90% conversion of ammonium to ammonia at pH 10.4
- 99% conversion of ammonium to ammonia at pH 11.4>

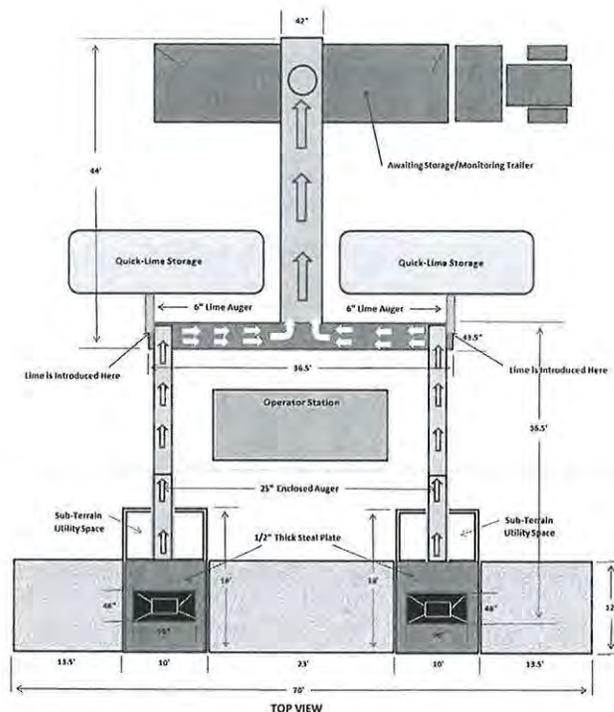
As pH increases to 12 or higher, during the lime stabilization/pasteurization process, essentially 100% of the ammonium (NH<sub>4</sub>-N) is converted to ammonia (NH<sub>3</sub>-N) gas. The rapid release of free ammonia combined with steam generated by the exothermic reaction of lime with water further destroys the cellular walls of living microbial organisms and inactivates harmful pathogenic bacteria. The disinfection capabilities of lime are attributed to its ability to increase temperature, pH and generate free ammonia from biosolids.

The inactivation of bacteria viruses, protozoa and Helminths demonstrate the effectiveness of elevated pH, temperature and free ammonia. A lime dose rate as low as 5% has been shown to be effective in pathogen destruction. Higher lime dosage rates of 10% have demonstrated a 4 log reduction in and effectively inactivation of fecal Coliform and reovirus to Class A levels of treatment.

Tule Ranch/Ag Tech LLC, personnel ensure that:

- a. Biosolids treatment, preparation, and storage for land application do not contribute to a violation of water quality standards;
- b. Biosolids treatment, storage, and use or disposal does not create a nuisance such as malodorous smell or attraction of flies or other disease carrying vectors;
- c. Biosolids Generated and/or prepared at the Ag Tech Facility will not be land applied if such actions are likely to adversely affect a threatened or endangered species as listed in section 4 of the Endangered Species Act (16 U.S.C. 15330 or its designated critical habitat as defined in 16 U.S.C. 1532.
- d. Ag Tech land application sites receiving bulk biosolids generated/and or prepared at its site are registered with ADEQ in accordance with A.A.C. R18-9-1004.
- e. Ag Tech LLC will not incinerate any biosolids generated or treated at our facility.

Ag Tech LLC is responsible for ensuring that all biosolids treated or accepted at its facility/site are used IAW 40 CFR 503 subpart C, 257,258 and 18 A.A.C. Chapter 9, Article 10 as applicable. Ag Tech LLC is responsible for communicating any/all transporters, preparers, applicators and disposers of the requirements that they must meet in order to be in compliance with 18 A.A.C. Chapter 9, Article 10.



SITE DESCRIPTION

FIG 1

## Operational Capabilities

- Each receiving truck will deliver approximately 24 tons of dewatered sewage sludge to our farm.
- Our equipment can process and treat 24 tons of sewage sludge in 30 minutes or less. (1 Truck load)
- At full capacity, our equipment can treat 1000 wet tons of sewage sludge per day. (40 truckloads)
- Our anticipated daily volume is 5 or 6 loads trucks.
- Our Site and Equipment is also capable of blending composted materials and other soil amendments to produce custom blends for multiple applications.

The ½ thick steel plates each have cut-outs that measure 48"x 96" easily accommodating the double bottom dump trailer's 72" unloading doors. Both trailers are able to unload their sewage sludge at the same time allowing for quick unloading times.

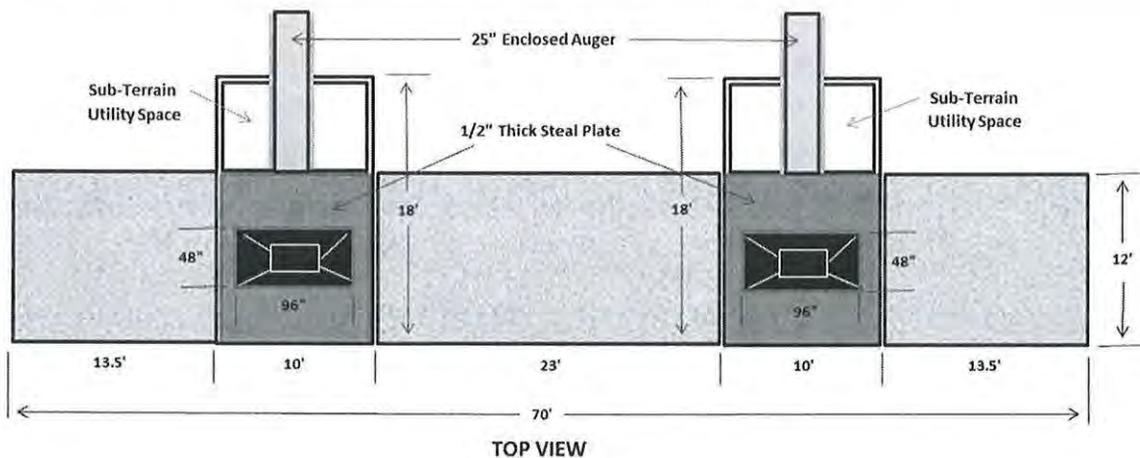
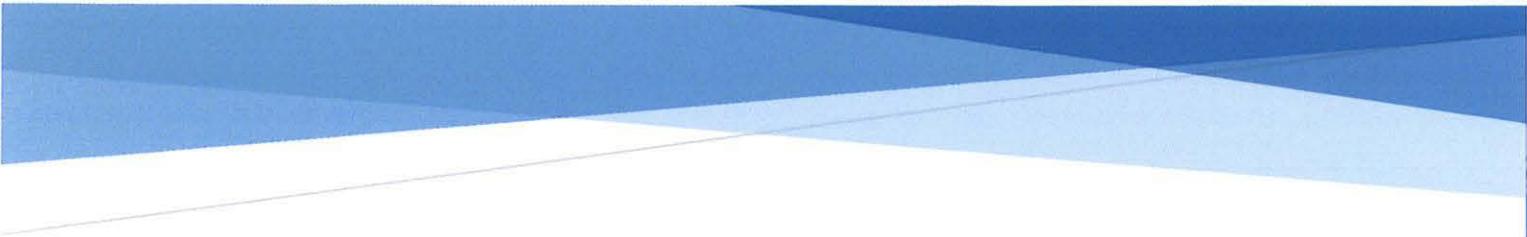


FIG 2

- A. Once the trailers are empty, personnel, with high pressure water, wash out each trailer from elevated platforms, allowing for the clean-up to drain into the receiving feed hoppers.
- B. After the trailers are washed out, personnel inspect for sewage sludge and rinse as necessary to ensure that no contamination is on the undercarriage or tires.
- C. After the Truck and trailers exit the Receiving Station, The 70' steel or concrete receiving pad is rinsed down washing any spillage into the underground receiving hoppers in preparation for the next truck.



# **CONTINGENCY AND EMERGENCY RESPONSE PLAN**

## CONTINGENCY AND EMERGENCY RESPONSE PLAN ("Spill Plan")

### BIOSOLIDS HAZARDS

Biosolids are considered non-hazardous and non-toxic as per California Code of Regulations, Title 22. Released biosolids can cause roadways to become slick. Biosolids are prohibited from entering storm drains so they shall not be washed into storm drains or water ways. Storm drains must be protected and all biosolids –contaminated water recovered.

### I. TRANSPORTATION

This section presents standard operating procedures during pickup, transportation, and delivery of biosolids to Tule Ranch facilities and includes:

- A. Trucking
- B. Safety
- C. Equipment maintenance

#### A. Trucking

After the biosolids are loaded into the trucks at the treatment plant the driver follows the established routes to transport the biosolids to the Tule Ranch facilities. The generators and Tule Ranch have set routes with the appropriate regulatory agencies during the site permitting process with considerations for residential and business traffic, as well as odor and noise potentials. If a roadway is closed or detoured, drivers notify the dispatcher of the alternate route. Route maps are updated as needed. Because of the sensitive nature of biosolids, drivers do not stop at any time in route to or from the site destination, other than in an emergency, equipment breakdown, equipment service, driver change, or to render emergency first aid if encountering an accident. In the event of a mechanical failure such as biosolids leaking through a faulty or damaged trailer, the driver shall stop immediately to minimize the spreading of released biosolids.

#### B. SAFETY

Tule Ranch subcontractor, Western Express Transporter's, Inc., provides safety equipment and safety training to all drivers and maintains and repairs equipment for all preventive and emergency needs. The training is done on an annual basis and the training records are kept in Tule Ranch field office.

##### 1. Safety Equipment

All trucks are equipped with:

- A two way radio (C.B.)
- Battery powered flashlight
- Warning triangle kit
- Shovel
- Gloves

- Protective eyewear
- First aid kit
- Copy of biosolids release response plan
- Cat litter/sand
- Bucket
- Broom
- Fire Extinguisher

## 2. Safety Training

Western Express Transporter's, Inc., provides training for safe biosolids handling practices and for maintaining defensive, safe driving methods. All drivers attend regular safety training meetings. Drivers have current licenses and health certificates as required by the State of California and/or Arizona. They are also issued a "Driver Handbook" detailing their responsibilities as a driver. Basic driving safety practices include:

- Drivers are to drive safely, courteously, and defensively at all times
- Trucks must be checked prior to startup, including oil, water, tires, and lights
- Trailers must be checked for structural damage, leaks, tarp, and tarping mechanism
- Loads must be secured with safety pins (front and back for clamshells and a wing nut and a pin securing the sliding gates)

## C. EQUIPMENT MAINTENANCE

Western Express Transporter's, Inc. performs annual inspections on every registered truck & trailer as required by the DOT. Inspection reports are kept with registration paperwork on equipment. Applicable noise level requirements must be met or bettered by all tractors and trailers. Cleaning and maintenance procedures are as follows:

- Partially wash the truck and trailer after each trip to prevent tracking or dropping of biosolids material
- All trucks are washed once per week to remove all road dirt
- Driver inspection reports are filled out every time equipment is used and any repairs notated are addressed immediately.
- 15,000 mile inspection performed in-house for all trucks and trailers, maintenance and repairs completed as necessary. Repair and maintenance logs are kept onsite.
- Trailers are washed entirely once per month according to the preventive maintenance schedule
- Equipment used for unloading and spreading of biosolids are maintained by AgTech personnel. Maintenance and Repair logs, based on manufacturers' recommendations and personal experience with the equipment will be used for required maintenance routines. Major repairs are contracted out with various outside vendors. In addition, Tule Ranch has redundant/auxiliary equipment available to handle any breakdowns.

## II. EMERGENCY PROCEDURES

Tule Ranch has defined procedures to avoid and/or prevent incidents. Despite precautions an accident may occur. Quick response through established procedures minimizes the impact of any incident or accident. This section details the procedures that MUST be followed in an emergency situation and includes:

- A. Incident protocol
- B. Determining the extent of the incident
- C. Non-release incident procedures
- D. Release cleanup procedures.

## **A. INCIDENT PROTOCOL**

Safety is of the utmost importance. The correct protocol includes:

1. Flag the area immediately to warn other motorists
2. Reroute traffic
3. Notify dispatcher
4. Notify generator within 30 minutes of incident.
5. Restore the scene to normalcy, if possible, or wait for assistance. If further assistance is necessary, the dispatcher refers to Section III. A variety of equipment, including emergency response vehicles, dump trucks, loaders, vacuum tanker and water trucks are available to assist if the incident involves released biosolids.

Although drivers have regular radio contact with the dispatcher, there are possible blind spots in radio communications that may prevent emergency calls to the dispatcher. If radio contact with the dispatcher is unavailable, the driver is to contact the Highway Patrol or other accessible authority and request that they contact the dispatcher. Many coin-operated telephones may be used without coins to contact emergency agencies.

In case of media contact, the driver will provide phone numbers for contacting Tule Ranch management contained in this management plan. If conversations with the media representatives at the site in an emergency situation are unavoidable, the driver shall be courteous, avoid speculation, and relate only the known facts.

## **B. DETERMINING THE EXTENT OF THE INCIDENT**

Incidents differ in response time and intensity of effort necessary to resolve and/or clean up. The following definitions will help determine the extent of the emergency situation:

Non-Release Accidents: This includes any event involving a subcontractor vehicle or personnel or an accident scene where the subcontractor driver is first to arrive or witnessed.

Small Releases: These may result from leaking gates, fast stops, or sudden shifts of the truck. A small release is one that can be cleaned up within 15 minutes by the driver using a shovel.

Major Releases: These are releases of an extensive nature resulting from:

- Truck overturning
- Collisions
- Equipment malfunctions

- Operator error

Major releases are those which cannot be cleaned up by the driver alone within 15 minutes, and which present a possible risk to other people or the environment.

### **C. NON-RELEASE INCIDENT PROCEDURES**

All incidents require immediate response. When the driver is the first person at the scene of an incident, the driver must make the initial evaluation of the type and extent of the emergency. If there is any question about the extent or the risk of the situation, the driver should consult the dispatcher immediately.

#### **1. Injury**

If first at the scene, the driver will render first aid and remain at the scene until help arrives. If the driver is injured, he and any other injured parties will be transported to the appropriate medical facility by the emergency medical aid vehicle responding to the scene. If the driver is unable to drive further, the dispatcher will send another driver to move the vehicle if it is road-worthy.

#### **2. Accident Witness**

If the driver witnesses an accident or is the first to arrive at the scene of an accident, he or she shall radio the information to the dispatcher. The dispatcher shall immediately then notify the appropriate emergency agency. If the driver is able to stop, he will stay at the scene until the authorities take control, otherwise he will call the dispatcher to warn the authorities of the accident.

#### **3. Vehicle Accident**

In case of an accident involving a vehicle hauling biosolids, the driver shall relay the information to the dispatcher. The driver must complete and turn in within 24 hours of the incident a California Highway Patrol Accident Report or incident report as applicable.

#### **4. Other Incidents**

Tule Ranch subcontractor reports other incidents, non-vehicular accidents and incidents involving property damage, theft, or bodily injury as they occur. Tule Ranch notifies the generator within 24 hours and the appropriate agency (police, fire department, health department.) for investigation and follow-up.

### **D. RELEASE CLEAN-UP PROCEDURES**

Each biosolids release, whether small or large, requires immediate response. The guidelines in this handbook are to be followed for each particular incident. The driver will complete and turn in an Accident Report within 24 hours of the incident, in addition to an "Incident Report - Biosolids Release" (Attachment 2).

#### **1. Small Releases**

If the incident falls within the parameters of small releases, as described in Section II.B ("Determining the Extent of the Incident"), the driver shall do the following:

- a. The biosolids are to be completely removed using a shovel and placed back into the trailer.
- b. The surface is to be cleaned by first adding sand or dirt and then removing it with a broom.
- c. If the truck or trailer is defective, the driver will consult with the dispatcher for further instructions. If the driver is unable to contact the dispatcher by radio and believes that the truck or trailer should not be moved, he shall contact the dispatcher by whatever means available, such as Highway Patrol, public phone, etc.

2. Major Releases

If a major release occurs, the driver shall do the following:

- a. The driver is to divert traffic around the release, using traffic cones, reflectors, and/or flares.
- b. The driver is to call the dispatcher with release location, amount of release, circumstances of the release.
- c. In California our routes are on major highways, where the CHP will command any response to large release. In Arizona, Western Express Transporter's will dispatch appropriate equipment to any large release within 1 hour. In the event a large release does not fall under one of these scenarios, Ocean Blue Environmental Services, Inc. provides emergency spill response.
- d. The driver must prevent the biosolids from migrating off the incident area by diking storm culverts with sand, sandbags, dirt, straw bales, kitty litter, or any other blocking material.
- e. The driver will remain at the scene until he is released by the authorities and/or the dispatcher.

**III. EMERGENCY CONTACTS**

Emergency Services ..... 911

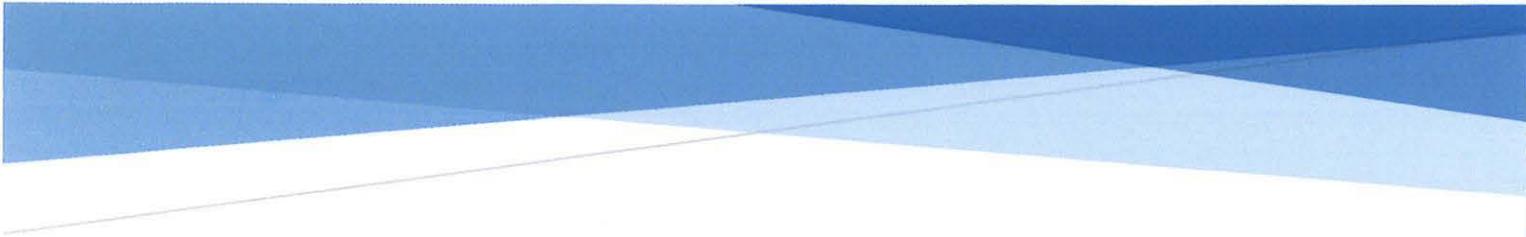
Dispatcher  
Kevin Good (Yuma, AZ)..... (928) 580-6514

**IV. INCIDENT LOG**

A written incident report will be forwarded to the City of San Diego for any biosolids spill and that report and an incident log will be maintained onsite for the City of San Diego inspection.

**V. ROUTING**

Trucks arriving to Yuma County generally follow to East 8 to exit 3 just across the AZ, CA state line.



**AG TECH LLC**  
**Land Application**  
**Registration & Permits**



Douglas A. Ducey  
Governor

# ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY



Misael Cabrera  
Director

March 20, 2019

Reading file: SWP19: 0114

## Notice of Acceptance - Biosolids Application Registration

AG Tech LLC  
Attention: Cal Mullenix  
P.O. Box 2854  
Yuma, AZ 85366

**Re: LTF #-75969; Land Application Sites Registration for  
AG Tech LLC Land Somerton AZ and Tule Ranch/Magan Farms Mesa AZ**

Dear Mr. Mullenix:

The Arizona Department of Environmental Quality (ADEQ) received the above referenced request for registration March 20, 2019. Upon reviewing this material, ADEQ has determined under **A.A.C. R18-9-1004** that your submittal is complete, and your registration has been accepted. Please be advised that this registration is valid only for biosolids generated by **City of San Diego WWTP**; to be land applied on the above named field(s) at the following coordinates:

Approximately 3,000 Acres – Approximately 214.2 Acres Per Field  
AG Tech LLC Land Somerton AZ

Township: N10S	Range: W24	Section: 19
Field#	Latitude	Longitude
J-7	32° 32' 57.0"	114° 39' 44.6"
(DU-8) J-8	32° 32' 30.6"	114° 39' 44.4"
J-10	32° 32' 57.1"	114° 39' 13.4"
(DU-11) J-11	32° 32' 30.7"	114° 39' 13.1"

AG Tech LLC Land Somerton AZ

Township: N10S	Range: W24	Section: 24
Field#	Latitude	Longitude
(DU-1) J-1	32° 32' 56.8"	114° 40' 46.5"
(DU-2) J-2	32° 32' 30.4"	114° 40' 46.3"
J-4	32° 32' 56.9"	114° 40' 15.4"
J-5	32° 32' 30.5"	114° 40' 15.4"

AG Tech LLC Land Somerton AZ

Township: N10S	Range: W24	Section: 25
Field#	Latitude	Longitude
(DU-3) J-3	32° 32' 04.3"	114° 40' 46.3"
J-6	32° 32' 04.2"	114° 40' 15.4"

AG Tech LLC Land Somerton AZ

Township: N10S	Range: W24	Section: 30
Field#	Latitude	Longitude
(DU-9) J-9	32° 32' 04.4"	114° 39' 44.3"
(DU-12) J-12	32° 32' 04.4"	114° 39' 13.1"
(DU-13) J-13	32° 31' 38.4"	114° 39' 12.9"
J-14	32° 32' 15.6"	114° 39' 44.3"

Tule Ranch/Magan Farms in Mesa AZ

Township: N10S	Range: W23	Section: 33
Field#	Latitude	Longitude
A	32° 31' 11.2"	114° 37' 37.8"

Tule Ranch/Magan Farms in Mesa AZ

Township: N10S	Range: W23	Section: 34
Field#	Latitude	Longitude
G	32° 30' 44.9"	114° 36' 05.6"

Tule Ranch/Magan Farms in Mesa AZ

Township: N10S	Range: W23	Section: 35
Field#	Latitude	Longitude
J	32° 30' 32.6"	114° 35' 33.5"

Tule Ranch/Magan Farms in Mesa AZ

Township: N11S	Range: W23	Section: 2
Field#	Latitude	Longitude
N	32° 30' 19.7"	114° 35' 02.5"

Tule Ranch/Magan Farms in Mesa AZ

Township: N11S	Range: W23	Section: 1
Field#	Latitude	Longitude
S	32° 30' 06.9"	114° 34' 31.1"

As the registered land applicator you are required to comply with all applicable provisions as established in A.A.C. Title 18, Chapter 9, Article 10, titled "Disposal, use, and Transportation of Biosolids," for each land application site.

Please be advised that your **annual report is due on or before February 19 of next year**, and each subsequent year (A.A.C. R18-9-1014). Required forms and more information on land application of biosolids in Arizona can be found on the ADEQ website ([www.azdeq.gov](http://www.azdeq.gov)) by entering search terms, such as "Biosolids Annual Report Form", into the search bar in the upper right hand corner of your screen.

Thank you for your attention to AZPDES compliance. If you have any questions about this letter please contact me any time at (602) 771-4666 or by email [francis.sondra@azdeq.gov](mailto:francis.sondra@azdeq.gov).

Sincerely,

A handwritten signature in cursive script that reads "Sondra M. Francis".

Sondra Francis, Project Manager Biosolids  
AZPDES Surface Water Permits Unit  
Surface Water Section, Water Quality Division

Electronic copy:

Cal Mullenix – [cal@westexp.com](mailto:cal@westexp.com)



Janice K. Brewer  
Governor

# ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY

1110 West Washington Street • Phoenix, Arizona 85007  
(602) 771-2300 • [www.azdeq.gov](http://www.azdeq.gov)



Henry R. Darwin  
Director

February 18, 2014

LTF ID: 55892

**Applicant/Signatory:**

Cal Mullenix, Operations Manager  
22415 W. Roberta Dr.  
Wittman, AZ 85361

**Facility:**

AG TECH LLC  
2485 E. County 19<sup>th</sup> Street  
Yuma, AZ 85366

**Subject: Authorization to Prepare Biosolids for Land Application under  
AZPDES Biosolids General Permit AZGP2013-001;  
Authorization Number: AZBG26131**

Dear Applicant:

The Arizona Department of Environmental Quality (ADEQ) has received and processed your Notice of Intent (NOI) for the above-referenced activity. The activities described in the NOI are now authorized under the terms and conditions of the Arizona Pollutant Discharge Elimination System (AZPDES) General Permit for Treatment Works Treating Domestic Sewage as Biosolids for Land Application (Biosolids General Permit). The enclosed Certificate of Approval reflects the information on record with ADEQ for this activity.

Please be aware that this document is not your permit but confirms your authorization to prepare biosolids for land application within the requirements of the Biosolids General Permit. Compliance with the appropriate treatment methods and proper testing of the biosolids are among those requirements. You must be prepared to demonstrate compliance with all applicable requirements of the Biosolids General Permit to maintain coverage and avoid possible penalties. The permit and associated forms are available on ADEQ's Web site at:

<http://www.azdeq.gov/environ/water/permits/gen.html#bio>

Please keep this document for your records and use this Authorization Number for any inquiries or correspondence. Use this number also on the Notice of Termination (NOT), which must be submitted within 30 days after 1) the biosolids treatment activities have permanently ceased; 2) coverage has been obtained under another AZPDES permit; or 3) responsibility for the biosolids operation has been transferred.

Southern Regional Office  
400 West Congress Street • Suite 433 • Tucson, AZ  
85701  
(520) 628-6733

*Printed on recycled paper*

Cal Mullenix  
Page 2 of 2

Thank you for your attention to AZPDES compliance. If you have any questions regarding this letter or the enclosure, please contact Chiou Chen, Project Manager, ADEQ Surface Water Permits Unit, at (602) 771-4264 or by e-mail at [chen.chiou-lian@azdeq.gov](mailto:chen.chiou-lian@azdeq.gov).

Sincerely,

Chiou Chen  
Permits Unit  
Surface Water Section

Enclosure: Biosolids General Permit Certificate of Authorization AZBG26131

cc: Marnie Greenbie, Manager, Surface Water Permits Unit (via e-mail)  
Robert Phalen, ADEQ Biosolids Coordinator (via e-mail)  
Shaen Magan, 4234 E. Ashlan Ave, Fresno, CA 93726  
Sue Pemberton, P.O. Box 2854, Yuma, AZ 85366

SWSPU14: 0049



Janice K. Brewer  
Governor

# ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY

1110 West Washington Street • Phoenix, Arizona 85007  
(602) 771-2300 • www.azdeq.gov



Henry R. Darwin  
Director

January 10, 2014

Mr. Cal Mullenix  
AG TECH LLC  
22415 W. Roberta Dr.  
Wittman, AZ 85361

**Re: Determination of Applicability for AG Tech**

**Inventory Number: 511400      LTF ID: 58579**  
**USAS Number: 510884-00      Place ID: 126071**

Dear Mr. Mullenix,

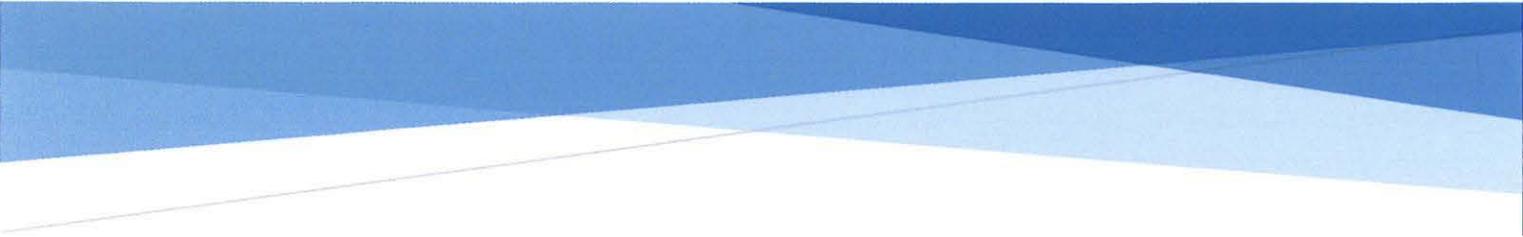
The Arizona Department of Environmental Quality (ADEQ) has reviewed the Determination of Applicability (DOA) for AG Tech. Based on the information submitted with the DOA application received on November 8, 2013; **an Aquifer Protection Permit (APP) will not be required** for the following reasons:

1. Based on information submitted in the DOA, the sludge receiving hopper, enclosed auger, lime storage tank, blender, and conveyer belt system meet the requirements for "Tank" or "pipeline" pursuant to A.R.S. § 49-201(37).
2. Based on information submitted in the DOA, "Tank" and "Pipeline" are exempt pursuant to A.R.S. § 49-250(22).

ADEQ may withdraw this decision if future changes in operation occur or if the information submitted in the DOA is found to be inaccurate. Further, this letter is not intended to waive any federal, state or local requirements.

This decision is an appealable agency action under A.R.S. § 41-1092. You have a right to request a hearing and file an appeal under A.R.S. § 41-1092.03(B). You must file a written Request for Hearing or Notice of Appeal within **30 days** of your receipt of this Notice. A Request for Hearing or Notice of Appeal is filed when it is received by ADEQ's Hearing Administrator as follows:

Southern Regional Office  
400 West Congress Street • Suite 433 • Tucson, AZ 85701  
(520) 628-6733



**OTAY LANDFILL**  
**Solid Waste Facility Permit**

**SOLID WASTE FACILITY PERMIT****1. Facility/Permit Number:****37-AA-0010****2. Name and Address of Facility:**Otay Landfill  
1700 Maxwell Road  
Chula Vista, CA 91911**3. Name and Mailing Address of Operator:**Otay Landfill, Incorporated  
8514 Mast Boulevard  
Santee, CA 92071**4. Name and Address of Owner:**Otay Landfill Incorporated  
C/o Republic Services, Inc.  
18500 N. Allied Way  
Phoenix, Arizona 85260**5. Specifications:**

a. Permitted Operation:

Solid Waste Landfill

b. Permitted Hours of Operation:

Waste Disposal Activities  
Trailer and Truck Staging  
Customer Convenience Center Special Operation6:00 AM to 5:00 PM, 6 days/week  
4:30 AM to 7:00 PM Monday through Friday  
6:00 AM to 5:00 PM one Sunday per month

c. Maximum Permitted Tonnages:

Non-hazardous Municipal Solid Waste for disposal  
Non-hazardous material for Alternate Daily Cover/Beneficial Reuse6,700 tons per day  
35,000 tons/week maximum  
1,167 tons per day maximum  
7,002 tons/week maximum

Non-hazardous Recyclables for separation &amp; diversion

292 tons per day maximum  
1,752 tons/week maximum

d. Key Design Parameters:

Total Permitted Site  
Permitted Disposal Area  
Design Air Space Capacity  
Maximum Elevation (MSL)  
Estimated Closure Date (year)408.97 Acres  
230 Acres  
61,154,000 Cubic Yards  
662.5 Feet  
February 2030

Upon significant change in design or operation from that described herein, this permit is subject to revocation or suspension. The attached permit findings and conditions are integral parts of this permit and supersede the conditions of any previously issued solid waste facility permit.

**6. Approval:**Approving Officer Signature  
**Elise Rothschild, Director**

Name/Title

**7. Enforcement Agency Name and Address:**San Diego County  
Department of Environmental Health  
Solid Waste Local Enforcement Agency  
5500 Overland Ave, Suite 170  
San Diego, CA 92123**8. Received by CalRecycle:**

June 13, 2017

**9. CalRecycle Concurrence Date:**

June 23, 2017

**10. Permit Review Due Date:**

June 26, 2022

**11. Permit Issued Date:**

June 26, 2017

**SOLID WASTE FACILITY PERMIT****1. Facility/Permit Number:****37-AA-0010****12. Description of Facility:**

1700 Maxwell Road, Chula Vista, CA 91911; Assessor Parcel Numbers 644-020-10-00 and 644-020-12-00; and as described in Section 2-3, and Figure 2-1 of the Joint Technical Document (JTD), dated June 2016.

**13. Findings:**

- a. This permit is consistent with standards adopted by the Department of Resources Recycling and Recovery (CalRecycle). (Public Resources Code, Section 44010.)
- b. Pursuant to Public Resources Code §50001 (a)(1), this facility is a solid waste disposal facility identified and described on pages SE 30 – SE 31 in the county-wide siting element, which has been approved pursuant to Public Resources Code § 41721. (The County of San Diego 5-Year Review Report Countywide Integrated Waste Management Plan (CWIMP), dated September 2012 and approved by California Department of Resources Recycling and Recovery (CalRecycle) on February 19, 2013).
- c. The City of Chula Vista Fire Department has determined that the facility is in conformance with applicable fire standards (Letter to LEA dated April 11, 2017).
- d. The LEA has determined the design and operation of the facility is in compliance with the State Minimum Standards for Solid Waste Handling and Disposal as determined by the LEA, based on a review of the June 2016 Joint Technical Document and inspection conducted on March 28, 2017.
- e. The LEA has reviewed and considered the information, including the environmental effects of issuing this Solid Waste Facility Permit (SWFP) and finds the SWFP is consistent with and supported by the February 2000 Final Environmental Impact Report (SCH#96091009-6) and June 2017 CEQA Addendum to FEIR.

**14. Prohibitions:**

The permittee is prohibited from accepting any liquid waste that is less than 50% solid by weight, designated waste, or hazardous waste unless such waste is specifically listed below, and unless the acceptance of such waste is authorized by all applicable permits:

Decontaminated bio-hazardous wastes, contaminated soils, dead animals, altered waste tires, agricultural wastes, industrial waste, sewage sludge, non-hazardous ash, non-friable asbestos and construction/demolition and inert debris.

**15. In addition to the terms of this SWFP, the following documents describe the operation of this facility:**

	<b>Date</b>		<b>Date</b>
Joint Technical Document	<u>Jun 2016</u>	Waste Discharge Requirements 90-09	<u>Mar 1990</u>
		93-86	<u>Aug 1993</u>
Preliminary Closure/Post Closure Plan	<u>Jun 2016</u>	90-09 A4	<u>Feb 2004</u>
Final Environmental Impact Report (SCH #96091009-6)	<u>Feb 2000</u>	Operating Liability	<u>May 2016</u>
Addendum to FEIR	<u>June 8, 2017</u>	Closure Financial Assurance	<u>May 2016</u>
Major Use Permit	<u>Feb 2000</u>	Air Pollution Control District Permit to	<u>Jun 2000</u>
#P76-046W <sup>1</sup> , #P76-046W <sup>2</sup>	<u>Feb 2010</u>	Operate #971112	

**SOLID WASTE FACILITY PERMIT**

1. Facility/Permit Number:

37-AA-0010

## 16. Self Monitoring:

Results of all self-monitoring programs are to be maintained on site and shall be reported as follows:

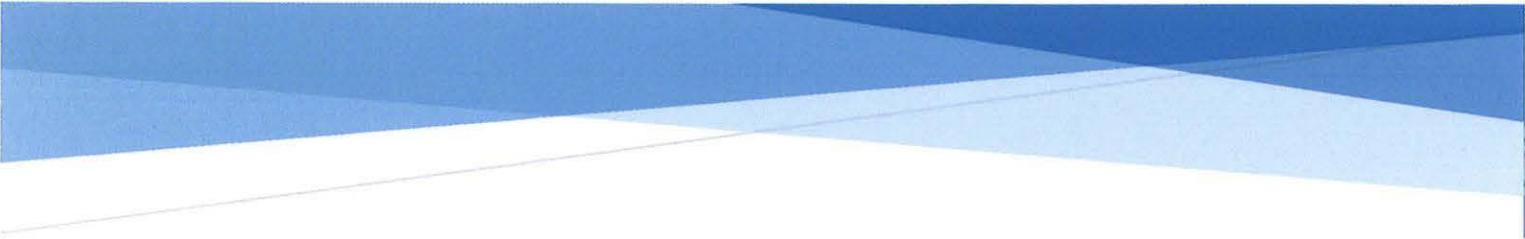
Program	Reporting Frequency	Agency Reported To
<b>TONNAGE RECORDS:</b> The operator shall maintain and keep current, all records used to determine daily tonnage.	QUARTERLY	LEA
<b>REMAINING CAPACITY:</b> The operator shall prepare and submit report regarding remaining capacity at the site.	ANNUALLY	LEA
<b>LANDFILL GAS:</b> The operator shall submit report identifying landfill gas monitoring results (surface and subsurface perimeter migration).	QUARTERLY	LEA

## 17. LEA Conditions:

- a) Without prior approval from the LEA to allow otherwise, waste may be accepted only during the hours described in the most current Joint Technical Document (JTD).
- b) All quarterly self-monitoring reports for the specific periods shall be submitted to the LEA on the following due dates: January through March, due May 1; April through June, due August 1; July through September, due November 1; and October through December, due February 1.
- c) The operator shall prepare and submit annually (due August 1) a topographical survey and report indicating remaining site capacity.
- d) Daily tonnage includes municipal solid waste, construction, demolition and inert debris and all other waste disposed of by burial at the site. Recyclable materials, green waste or any other waste separated or otherwise diverted is not included in the daily tonnage.
- e) The operator shall maintain a daily record (in tons) of diverted materials including green waste, construction, demolition and inert debris, separated or commingled recyclables entering the facility. These records shall include (in tons) the beneficially reused materials on site, alternative daily cover or the final disposition of recycled materials.
- f) The operator shall maintain a daily log of special/unusual occurrences. Each log entry shall be accompanied by a summary of any actions taken by the operator to mitigate the occurrence. Should the landfill temporarily cease operations due to a special/unusual occurrence notify the LEA within 24 hours and follow up with a written notification within 72 hours.
- g) The operator shall maintain, and keep current, a record of all complaints regarding this facility and operators actions taken to resolve these complaints.

**SOLID WASTE FACILITY PERMIT****1. Facility/Permit Number:****37-AA-0010**

- h) The operator shall maintain a record of the results of the random load check program, including the quantities and types of hazardous waste, medical wastes or otherwise prohibited waste found in the waste stream and the final disposition of these waste. These records shall be maintained on site for review by the LEA at all times.
- i) The operator shall maintain a copy of this Solid Waste Facility Permit (SWFP) and JTD and have access to State Minimum Standards for Solid Waste Disposal Sites at the site at all times.
- j) No significant change in design or operation of this facility shall be taken without prior application to and approval by the LEA.
- k) The following proposed planned activities in the 2016 JTD (organics processing, composting and inert material processing) will require a change to the solid waste facility permit (modification or revision) prior to implementation and supporting documentation including CEQA compliance.
- l) Additional information related to compliance with this permit or information concerning the design and operation of this facility shall be furnished to the LEA upon request.
- m) This permit is subject to review by the LEA and may be temporarily suspended or revoked at any time by the LEA for sufficient cause, in accordance with Division 30 of the Public Resource Code, Part 4, Chapter 4, Article 2, Section 44305 et seq. and associated regulations.
- n) The LEA reserves the right to modify or suspend waste receiving and/or disposal operations at this facility when deemed necessary due to an emergency, potential health hazard or public nuisance.



**COPPER MOUNTAIN LANDFILL**  
**Master Facility Plan Approval**



Douglas A. Ducey  
Governor

# ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY



Misael Cabrera  
Director

## **CERTIFIED MAIL** **Return Receipt Requested**

February 21, 2019  
PRU19-084

Mr. Chris Seney  
Director, Organics Operations  
Copper Mountain Landfill, Inc.  
18500 North Allied Way  
Phoenix, Arizona 85054

**Re: Copper Mountain Landfill, Approval of Type III Change to Facility Plan, Master Facility Plan Approval No. 14003400.18; License Time Frames Number 74780.**

Dear Mr. Seney:

The Arizona Department of Environmental Quality (ADEQ) has received and reviewed the *Request for Type III Change for Additional of Composting Facility at Copper Mountain Landfill*, dated December 13, 2018, prepared by Civil & Environmental Consultants, Inc. Based on the review, ADEQ has approved the Type III Change, and has issued the enclosed *Master Facility Plan Approval Number 14003400.18*. A copy of this approval must be placed in the Copper Mountain Landfill operating record.

This decision is an appealable agency action under A.R.S. § 41-1092. You have a right to request a hearing and file an appeal under A.R.S. § 41-1092.03(B). You must file a written *Request for Hearing* or *Notice of Appeal* within 30 days of your receipt of this letter. A *Request for Hearing* or *Notice of Appeal* is filed when it is received by ADEQ's Hearing Administrator at the following address:

Hearing Administrator  
Office of Administrative Counsel  
Arizona Department of Environmental Quality  
1110 W. Washington Street  
Phoenix, AZ 85007

The *Request for Hearing* or *Notice of Appeal* shall identify the party, the party's address, the agency and the action being appealed and shall contain a concise statement of the reasons for the appeal. Upon proper filing of a *Request for Hearing* or *Notice of Appeal*, ADEQ will serve a *Notice of Hearing* on all parties to the appeal. If you file a timely *Request for Hearing* or *Notice of Appeal* you have a right to request an informal settlement conference with ADEQ under A.R.S. § 41-

### Main Office

1110 W. Washington Street • Phoenix, AZ 85007  
(602) 771-2300

### Southern Regional Office

400 W. Congress Street • Suite 433 • Tucson, AZ 85701  
(520) 628-6733

[www.azdeq.gov](http://www.azdeq.gov)

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1092.06. This request must be made in writing no later than twenty (20) days before a scheduled hearing and must be filed with the Hearing Administrator at the above address.

If you have any questions regarding this letter, please contact me at (602) 771-4670 or toll-free at (800) 234-5677, ext. 771-4670.

Sincerely,

A handwritten signature in black ink, appearing to read 'Marina Meza', written in a cursive style.

Marina Meza  
Solid Waste Unit

cc: facility file

enclosure: *Master Facility Plan Approval No. 14003400.18*



# MASTER FACILITY PLAN APPROVAL

www.azdeq.gov

## MUNICIPAL SOLID WASTE LANDFILL MASTER FACILITY PLAN APPROVAL NUMBER 14003400.18

### 1.0 FACILITY INFORMATION AND APPROVAL SIGNATURE

In accordance with the provisions of Arizona Revised Statutes (A.R.S.) Title 49, Chapter 4:

Facility Name: Copper Mountain Landfill  
34853 East County 12<sup>th</sup> Street  
Wellton, Arizona 85356

Owner: Copper Mountain Landfill, Inc., a Delaware Corporation  
c/o Allied Waste Industries, Inc. 2217 East 13<sup>th</sup> Street  
Yuma, Arizona 85365

Operator: Copper Mountain Landfill Acquisition, Inc. (FN), an Arizona Corporation  
18500 North Allied Way  
Phoenix, Arizona 85054

is authorized to operate with all approvals granted, and not previously amended or revoked, since the original solid waste facility plan approval under 40 CFR Part 258 on September 20, 1995, and specifically described in the Master Facility Plan Approval that follows. Copper Mountain Landfill is located at 34853 East County 12<sup>th</sup> Street, Wellton, Arizona, in the northern half of Section 18, in Township 9 South, Range 17 West, of the Gila and Salt River Base and Meridian.

Latitude: 32° 38' 47" North  
Longitude: 114° 02' 49" West

This MFPA is effective on the date of the Waste Programs Division Director's signature below, provided that the facility is operated and maintained in accordance with all conditions described in this approval document.

Approved on behalf of the Arizona Department of Environmental Quality:

  
Laura L. Malone, Director  
Waste Programs Division

Signed this 15<sup>th</sup> day of February, 2019

## **1.1 Approval**

This Municipal Solid Waste Landfill (MSWLF) Master Facility Plan Approval (MFPA) for the Copper Mountain Landfill (CML) incorporates a Type III Change that allows Copper Mountain Landfill Acquisition, Inc., (CMLAI) to construct and operate a composting facility within the boundary of the property for organic degradable waste streams in accordance with the *Request for Type III Change for Additional of Composting Facility at Copper Mountain Landfill*, dated December 13, 2018.

The composting operation will be conducted in an area of approximately 17.94 acres, in the west side of the CML property, as shown in the facility's Site Diagram, provided as Figure 1 of Operations Plan. The composting operation may continue at this location until landfill operations require expansion into the composting operation area. If relocation of the composting facility is warranted, a Type III Change application must be submitted to the Solid Waste Unit for review and approval.

The composting operation is not subject to an Aquifer Protection Permit, in accordance with a Determination of Applicability, dated November 27, 2018. The following waste streams may be composted at CML:

- a. Vegetative waste as defined in A.R.S. § 49-701(36).
- b. Untreated wood from construction/demolition wastes; and,
- c. Food scraps from residential curbside collection, industrial and commercial establishments.

This MFPA allows CMLAI to operate the existing Subtitle D regulated MSWLF designated as CML at the location described in Part 1.0 of this approval. The permitted waste footprint occupies approximately 510 acres of the entire 640-acre CML facility as set forth in the *Solid Waste Facility Plan, Copper Mountain Landfill (SWFP)*, dated January 11, 2008, and revised on March 4, 2009.

## **1.2 Type III Change for Liquid Solidification and Vertical Expansion (Approved on 06/19/2011)**

The Type III change incorporated the following:

- a. Revised conditions for operating the liquid solidification area (LSA) pursuant to Section 3.13 of this MFPA., and
- b. Approval to use soils with construction debris as an alternative daily cover (ADC) in accordance with Section 3.2 of this MFPA.
- c. Approval of a vertical expansion of approximately 6,104,144 cubic yards over the entire 510-acre footprint of the landfill. This expansion increases the final height of the landfill from 500 feet above mean sea level (amsl) to approximately 507.25 feet amsl. After expansion, the overall waste column will range in thickness from essentially zero at the perimeter to a maximum of 120 feet at the center of the landfill. The vertical expansion increases the volume of the landfill to approximately 71,256,918 cubic yards. In conjunction with the expansion, minor changes will be made to the final cover drainage system to ensure proper conveyance of stormwater run-off to the perimeter channels and detention basins.

### **1.3 Type IV Change for Lateral Expansion (Approved on 03/31/2009)**

The following changes were incorporated into the *SWFP*:

- a. A 320-acre lateral expansion to the south of the existing waste footprint, a 30-inch thick monolithic alternative final cover, and revisions to the final grading, stormwater plans, subgrades and leachate collection and recovery system.
  1. Landfill final cover sideslopes shall be constructed at a grade of no more than 4:1 (horizontal:vertical). The top deck of the landfill final cover shall be constructed with a minimum grade of 5% to accommodate drainage.
  2. The landfill final cover shall consist of a 30-inch monolithic soil layer with a permeability of  $1 \times 10^{-4}$  cm/sec. or less, compacted at optimum density and optimal moisture content with a minimum six-inch daily/intermediate soil cover layer beneath the monolithic layer.
- b. A groundwater monitoring plan, as described in Section 3.7 of this MFPA.

### **1.4 Maximum Excavation Depth and Final Closure Height Elevations**

As specified in the *SWFP*, the maximum excavation depth of the landfill is 355 feet above mean sea level (amsl), or approximately 25 feet below the existing grade, to accommodate the leachate collection sumps. The maximum final closure height is 507.25 feet amsl, or approximately 107.25 feet above the existing grade.

### **1.5 Landfill Cell Liner**

As specified in the *SWFP*, the landfill liner system consists of the following (from bottom to top):

- Prepared subgrade material
- Geosynthetic clay liner (GCL)
- 60-mil HDPE geomembrane
- 2-foot drainage/operations soil layer

## **2.0 STATUTORY PROVISIONS**

CMLAI shall not operate CML in a manner inconsistent with the *SWFP* and this approval pursuant to A.R.S. § 49-791(A)(5).

### **2.1 General Provisions**

- a. This MFPA, issued pursuant to A.R.S. § 49-762, § 762.03, § 762.04, § 762.06 and § 857, grants permission to operate a municipal solid waste landfill as defined in A.R.S. § 49-701(20) at the location referenced in Part 1.0. Federal regulations governing the design and operation of landfills, codified in 40 CFR § 258, are also applicable to this approval pursuant to A.R.S. § 49-761(B). This approval is granted under the conditions listed herein to protect human health and the environment.

- b. This MFPA does not relieve CMLAI of its responsibility to comply with federal, state, county or local requirements or ordinances adopted under A.R.S. § 49-704 and shall not be construed as permission to create a public health hazard, environmental nuisance or cause contamination to the environment.
- c. Specific words related to landfill design, construction and operations used throughout this MFPA have the same meaning as defined in 40 CFR § 258, Subpart A, Arizona Administrative Code (A.A.C.) R18-13-701, A.A.C. R18-13-1301, A.A.C. R18-13-1401, or A.R.S. §§ 49-701 and 701.01 unless otherwise defined.
- d. Design, construction, operation, and monitoring conditions listed in this MFPA have the same meaning as referenced in either 40 CFR § 258; A.A.C. Title 18, Chapter 13; or A.R.S. Title 49, unless otherwise specified.
- e. All previously approved modifications to the original CML *SWFP* approval remain in effect. Any approvals that are withdrawn or discontinued are specifically noted herein.

## 2.2 General Limitations

This MFPA is applied to the landfill elements and facility structures as set forth in the *SWFP*, the existing landfill elements and structures as of the date of this approval, and components that have already received ADEQ approval prior to this MFPA. Any additions to the approved facility structures and any modification to the approved facility operations plan, closure and post-closure care, corrective action and monitoring plans shall require prior approval by ADEQ pursuant to A.R.S. § 49-762.06.

- a. CML is not permitted to accept the following:
  - 1. Hazardous waste as defined in 40 CFR Part 261 and A.R.S. § 49-921 except for conditionally exempt small quantity generator hazardous waste as set forth in 40 CFR § 261.5 and A.R.S. § 49-922(E), and household hazardous waste as described in 40 CFR § 261.4(b)(1).
  - 2. Waste that contains radioactive materials subject to the Atomic Energy Act of 1954 (42 United States Code §§ 2011 through 2297, 68 Stat. 919) or Title 30, Chapter 4, as defined in A.R.S. § 49-701.01(B)(2).
  - 3. Biohazardous medical waste as defined in A.A.C. R18-13-1401(5) and radioactive medical wastes, except for household generated biohazardous medical waste as set forth in A.A.C. R18-13-1403(A)(4).
  - 4. Bulk or non-containerized liquid waste as defined in 40 CFR § 258.28 (c)(1), except as authorized pursuant to Section 3.13 of this MFPA (liquid solidification).
  - 5. Polychlorinated biphenyl (PCB) waste as defined in 40 CFR § 761, except as allowed under 40 CFR § 761.61 (PCB remediation waste), 40 CFR § 761.62 (PCB bulk product waste) and 40 CFR § 761.63 (PCB household waste).
  - 6. Automobiles.
  - 7. Automobile and other lead-acid batteries.

8. Pressurized containers.
9. Used oil as defined in 40 CFR Part 279.
10. Unused pesticides and herbicides.
11. Shock-sensitive wastes and other explosives.
12. Any other waste prohibited by federal or State of Arizona statute or regulation from disposal at any municipal solid waste landfill.

### 2.3 Notifications

- a. CMLAI shall submit a notification of any Type II, III, or IV change to the approved solid waste facility plan in accordance with A.R.S. § 49-762.06. CMLAI shall not implement any Type III or IV change prior to ADEQ approval.
- b. The following notifications are required if there is a methane gas exceedance:
  1. Within twenty-four (24) hours or one (1) business day of any methane gas exceedance where the gas concentration in facility structures exceeds 25% of the lower explosive limit (LEL) or gas levels at the landfill boundary exceed the LEL, CMLAI shall notify ADEQ.
  2. Within seven (7) calendar days of detection, CMLAI shall place in the operating record a description of the steps taken to protect human health. A copy of this description shall be sent to the ADEQ Solid Waste Unit.
  3. Within sixty (60) calendar days of detection of any methane gas exceedance, a remediation plan shall be implemented and a copy of the plan placed in the operating record. A copy of the plan, accompanied by a notification that the plan has been implemented, shall be sent to ADEQ in accordance with 40 CFR § 258.23.
- c. CMLAI shall submit a notification to ADEQ if a regulated hazardous waste as defined in 40 CFR § 261.3 or prohibited PCB waste is discovered at the facility in accordance with 40 CFR § 258.20(a)(4).
- d. Upon implementation of the groundwater monitoring requirements of Section 3.7 of this MFPA, if there is a statistically significant increase over background for one or more of the groundwater constituents listed in 40 CFR 258, Appendix I, or an alternative list approved in accordance with 40 CFR § 258.54(a)(2) in any compliance monitoring well, CMLAI shall do the following:
  1. Within fourteen (14) calendar days of this finding, place a notice in the operating record indicating which constituents have shown statistically significant changes from background levels, and notify ADEQ that this notice was placed in the operating record.
  2. Within ninety (90) calendar days of this finding, establish an assessment

monitoring program meeting the requirements of 40 CFR § 258.55 except as provided for in 40 CFR § 258.54(c)(3).

## **2.4 Precautionary Provisions**

- a. ADEQ reserves the right to issue administrative orders pursuant to A.R.S. §§ 49-781 and 862 or to seek other legal remedies as provided by law if the CML creates a public health hazard, safety hazard, or environmental nuisance, if violation of State law occurs, or if the CML is in violation of the MFPA.
- b. ADEQ reserves the right to conduct inspections of CML pursuant to A.A.C. R18-13-304, A.R.S. §§ 49-763, 860 and 865. During the inspection, the ADEQ inspector may take photographs of activities, take samples and/or conduct other recognized monitoring activities.
- c. Pursuant to A.R.S. § 49-782(A), ADEQ reserves the right to suspend, amend, withdraw, condition, or revoke this MFPA if it is determined that the facility is in violation of A.R.S. Title 49, Chapter 4, or any rule adopted thereunder.

## **2.5 Financial Assurance**

- a. CMLAI shall continue to meet closure and post-closure care financial assurance requirements for the CML pursuant to A.R.S. § 49-770 and 40 CFR Part 258, Subpart G until released by notification from ADEQ.
- b. The cost estimate for landfill closure and post-closure care shall be updated annually:
  1. By a new cost estimate sealed by an Arizona registered professional engineer; or
  2. If no changes have occurred since the preceding year's submittal, by use of an approved or demonstrated inflation factor that modifies the existing cost estimates.
- c. Landfill cost estimates for closure and post-closure care shall be updated whenever a Type III or Type IV change to the solid waste facility will result in an increase in either closure or post-closure costs.

## **3.0 OPERATIONAL APPROVALS AND CONDITIONS**

### **3.1 Approval of the Facility Plan**

This MFPA, issued pursuant to A.R.S. §§ 49-762, 762.03, 762.04, 762.06 and 857, grants permission to operate CML as set forth in the *SWFP*.

- a. The following wastes may be accepted at CML:
  1. Municipal solid waste as defined in 40 CFR § 258.2 which includes household waste [A.R.S. § 49-701(14)], household hazardous waste [A.R.S. § 49-401(13)] commercial solid waste, non-hazardous sludge, conditionally exempt small quantity generator waste, and industrial solid waste.

2. Construction debris and demolition debris as defined in A.R.S. §§ 49-701(5) and 49-701(7), respectively.
3. Inert materials as defined in A.R.S. § 49-701(15).
4. Landscape rubble as defined in A.R.S. § 49-701(17).
5. Animal carcasses, except those that meet the definition of biohazardous medical waste pursuant to A.A.C. R18-13-1401(5)(e). All animal carcasses shall be covered immediately.
6. Vegetative (green) waste as defined in A.R.S. § 49-701(36).
7. Non-hazardous solid wastes which have not been exempted from the definition of solid waste pursuant to A.R.S. § 49-701.01 and 40 CFR § 261.
8. Household-generated untreated biohazardous medical waste when commingled with regular household wastes.
9. Industrial and municipal wastewater treatment plant sludge that passes the EPA Method 9095 Paint Filter Liquids Test.
10. Regulated and non-friable asbestos-containing material (ACM):
  - i. The acceptance and disposal of regulated asbestos-containing materials (RACM) shall be in accordance with 40 CFR § 61.154.
  - ii. Non-friable ACM shall be accepted and disposed of as construction and demolition debris.
  - iii. In the event non-friable ACM becomes RACM, the handling and disposal shall be conducted in accordance with 40 CFR § 61.154.
11. Special wastes as defined in A.R.S. § 49-852 if the following conditions are met:
  - i. Special waste receiving facility manifesting requirements as set forth in A.A.C. R18-13-1304.
  - ii. Recordkeeping requirements as set forth in A.A.C. R18-13-1305.
  - iii. Reporting of special waste receipt as set forth in A.R.S. § 49-860(B).
  - iv. Payment of special waste fees as set forth in A.R.S. §§ 49-855(C)(2) and 49-863.
  - v. Procedures, as set forth in 40 CFR § 258.20, for detecting and preventing the disposal of regulated hazardous waste as defined in 40 CFR § 261 and unacceptable PCB wastes as defined in 40 CFR § 761.
12. Non-hazardous, non-infectious, treated, biomedical waste.
13. Household and commercial appliances. Appliances with cooling elements, such as motor vehicle air conditioners, refrigerators, freezers, window air conditioning units, water coolers, vending machines, ice makers, and dehumidifiers must be

handled and disposed in accordance with EPA requirements as specified in 40 CFR § 82, Subparts E and F.

### 3.2 Approved Alternative Daily Cover (ADC)

This MFPA grants permission to apply alternative daily covers (ADC) at CML. The following conditions shall govern all ADC use at CML:

- a. Should the application of any ADC become impracticable or contribute to conditions hazardous to public health, safety, or the environment, then CMLAI shall terminate such use and revert to using compacted earthen material or other approved ADC.
- b. CMLAI shall place compacted earthen material over the entire working face at the end of any operating day preceding a period of time when the facility is closed for more than twenty-four (24) hours unless otherwise specified.
- c. All waste-derived materials used as ADC shall be subject to solid waste landfill disposal fees.
- d. A minimum of a one (1) day stockpile of earthen cover material and required equipment shall be available to ensure a corrective response to any violation of performance of any ADC.
- e. The following are approved landfill ADC:
  1. Tarps (approved on 10/08/1997, and revised on 12/20/2011):
    - i. Tarps may only be used for a 48-hour period before additional waste or other approved cover materials must be applied.
    - ii. Tarps shall not be used during adverse weather.
    - iii. Frayed, torn, ripped or otherwise ineffective tarps shall not be used.
  2. Auto Shredder Fluff (ASF) (approved 01/04/1998):
    - i. ASF used for ADC shall be applied at a minimum thickness of six (6) inches after compaction
    - ii. ASF will not be exposed (as ADC or stockpiling) for longer than 24 hours. If the facility is closed the next day, six (6) inches of soil will be the required daily cover.
    - iii. ASF shall not be used on windy days or other adverse weather condition such that ASF particulates are dispersed beyond the active area of the landfill. Measures may be employed to increase the density of the ASF, such as mixing with soil.
    - iv. The following operational procedures will be implemented on the days when ASF is used for ADC:

- a. All equipment used in landfill operations shall be equipped with an operational fire extinguisher.
  - b. Surplus earthen material shall be stockpiled in the vicinity of the working face to be used to cover and smother fire outbreaks.
  - c. A full water truck shall be made readily available to combat any fires.
3. Chopped or shredded vegetative waste as defined in A.R.S. § 49-701(36) (approved on 04/02/2001):
  - i. Chopped/shredded vegetative waste may be applied to the inclined slope of the working face and on the flat portions of the working face on days when the full thickness of the waste lift is not achieved, and shall be covered within 48 hours with additional waste and/or six (6) inches of soil cover.
  - ii. Chopped/shredded vegetative waste materials shall be of a size that can pass through a five (5) inch equivalent debris screen, and shall be compacted to a minimum thickness of six (6) inches.
  - iii. Vegetative waste that is exposed for more than seven (7) days and less than 21 days shall be wetted with water as necessary to ensure that the material is maintained at a minimum moisture content of fifteen (15) percent.
  - iv. Chopped/shredded vegetative waste shall not be exposed for more than 21 days.
4. Petroleum-contaminated soils (PCS), as defined in A.R.S. § 49-851(A)(3) (approved on 12/23/1998):
  - i. PCS shall be properly characterized and evaluated prior to disposal.
  - ii. PCS shall either be immediately used as ADC (minimum 6 inches thick) or stockpiled within the lined landfill area.
5. Soils with Construction Debris (approved 06/09/2011);
  - i. Soils with construction debris (SCD) shall consist of the following:
    - a. Soil content of 40 percent (%) to 100%.
    - b. Content of 0% to 30% inert materials, as defined by A.R.S. § 49-701(15). Material dimensions shall be limited to what passes through a five (5)-inch equivalent debris screen.
    - c. Construction debris content of 0% to 30%, consisting of wood, glass, metal, piping, sheet rock, roofing materials, etc. Material dimensions shall be limited to what passes through a five (5)-inch equivalent debris screen.

- ii. Chemical constituents in SCD shall not exceed non-residential soil remediation levels (SRLs) established in A.A.C. Title 18, Chapter 7, Appendix A.
- iii. All proposed SCD shall be analyzed prior to acceptance at CML. If CMLAI proposes to use a specific SCD material routinely, laboratory analysis shall be conducted on representative SCD on a quarterly basis. Analysis shall include TCLP metals and any other constituents of concern using the appropriate EPA-approved testing method. CMLAI shall not accept any SCD at CML that exceeds applicable TCLP thresholds or any other regulatory limit.
- iv. CMLAI shall screen incoming SCD for asbestos. If asbestos is detected, the material shall not be used for ADC.
- v. SCD used as ADC must pass the paint filter free liquids test, Method 9095, EPA Publication SW-846.
- vi. SCD used as ADC shall possess the characteristics required to achieve the performance objectives of 40 CFR § 258.2: control of disease vectors, fires, odors, blowing litter, and scavenging without presenting a threat to human health and the environment.
- vii. SCD shall be stockpiled in the vicinity of the working face over the lined portion of the landfill.
- viii. Plastic or paper that may result is windblown litter shall be removed by landfill personnel prior to the end of the working day.

### **3.3 Operations**

- a. CMLAI shall implement a special waste control program as in accordance with A.A.C. R18-13-1301, R18-13-1304 and R18-13-1305.
- b. CMLAI shall receive the following documents from the generator of any waste materials to be accepted for disposal at the CML that are not listed in Section 3.1(a) of this MFPA (out-of-state special wastes):
  1. A complete list of waste identification information, including waste description, physical and chemical characteristics, and any applicable waste code. The generator shall verify that no EPA hazardous waste codes apply to the waste, and certify that the waste is non-hazardous.
  2. All laboratory analytical data, a copy of the material safety data sheet (MSDS), if applicable, and any other pertinent information about the waste.
  3. Any other documents demonstrating that the waste is non-hazardous.
- c. Use of water for dust suppression must be limited to the minimum quantity necessary for dust control. Water shall not be allowed to pond within the roadways or any other areas of the lined footprint that use water to control dust.

### 3.4 Operational Provisions

Pursuant to A.R.S. Title 49, Chapter 4, Article 4, ADEQ requires that CMLAI must:

- a. Operate CML in a manner that protects public health and safety and the environment and prevents and abates environmental nuisances.
- b. Control wind dispersion and other surface dispersions of the landfill materials so that they do not create a public nuisance or pose an imminent and substantial endangerment to public health or the environment.
- c. Visible materials that have dispersed beyond the boundaries of the current work face shall be collected on a regular basis.
- d. Cover disposed solid waste with a minimum of six (6) inches of earthen material or approved ADC at the end of each operating day or as necessary to control vectors, fires, odors, blowing litter, and scavenging.
- e. Prevent or control on-site populations of disease vectors using techniques appropriate for the protection of human health and the environment.
- f. Ensure that the concentration of methane gas generated by the facility does not exceed 25% of the LEL for methane in facility structures or exceed the LEL at the property boundary.
- g. Ensure that the landfill units do not violate any applicable requirements developed under a State Implementation Plan approved by the EPA Administrator pursuant to section 110 of the Clean Air Act, as amended.
- h. Control public access and prevent unauthorized vehicular traffic and illegal dumping of wastes by using artificial barriers, natural barriers, or both, as appropriate.
- i. Ensure that there is no discharge of pollutants into the waters of the United States from the landfill.
- i. Ensure that bulk or non-containerized liquids are not placed in the landfill except liquids that are approved for disposal over the lined areas of the CML including liquids commingled with household wastes, conditionally exempt small quantity generator wastes, leachate, condensate and potable water when used as dust control.
- j. Record and retain in a daily operating record for the following items:
  1. Any location restriction demonstrations required under 40 CFR § 258, Subpart B.
  2. Random inspection, training, and notification documentation required by 40 CFR § 258.20.
  3. Gas monitoring results and any remediation plans required by 40 CFR § 258.23.

4. MSWLF unit design documentation for placement of leachate and/or gas condensate in a landfill cell as required by 40 CFR § 258.28(a)(2).
  5. Groundwater monitoring/corrective action sampling, analytical data, demonstrations, certifications, findings, etc. as required under 40 CFR § 258, Subpart E.
  6. Closure and post-closure care plans and monitoring, testing and/or analytical data as required by 40 CFR §§ 258.60 and 258.61.
  7. Financial assurance documentation required by 40 CFR § 258, Subpart G.
- k. Handle regulated asbestos and asbestos-containing material by placing this material in a separate portion of the landfill, or at the toe of the active working face, and handling it in accordance with NESHAP regulations (40 CFR § 61) and ADEQ Air Quality guidelines.

### **3.5 Excluding the Receipt of Hazardous Waste**

Pursuant to 40 CFR § 258.20, CMLAI shall continue its program at the facility for detecting and preventing the disposal of regulated hazardous waste as defined in 40 CFR § 261 and unacceptable PCB wastes as defined in 40 CFR § 761. This program must include at minimum:

- a. Random inspections of incoming loads to ensure that loads do not contain unapproved materials as listed in Section 2.2(a) of this MFPA.
- b. Records of any inspections.
- c. Training of facility personnel to recognize regulated hazardous waste and unacceptable PCB wastes.
- d. Notification of the ADEQ Solid Waste Unit if a regulated hazardous waste or unacceptable PCB waste is discovered at the facility.
- e. Reviewing all industrial and commercial process waste streams prior to acceptance (pre-screening) to ensure proper management and exclude the acceptance of hazardous wastes or unacceptable PCBs.

### **3.6 Stormwater Management**

- a. The proper control of surface water drainage shall be implemented to prevent stormwater from running onto the site. Any soil erosion or ponding of stormwater in the landfill will be corrected to ensure proper coverage of waste and stormwater management in the landfill area pursuant to 40 CFR § 258.26.
- b. The drainage diversion system must be capable of diverting surface water run-on and run-off resulting from a rainfall event equal to a 24-hour, 25-year storm away from the active landfill areas in accordance with 40 CFR § 258.26.
- c. CML units shall not cause the discharge of pollutants into waters of the United States.

- d. All surface water collection systems shall be constructed to resist the maximum horizontal acceleration in lithified earth at this site.

### 3.7 Groundwater Monitoring

Groundwater monitoring at CML shall be conducted as follows:

- a. CMLAI shall implement routine semiannual groundwater quality monitoring in up-gradient monitoring well P-1 and down-gradient point of compliance (POC) well P-2, in addition to measuring groundwater levels in wells MW-1, MW-2, MW-3, P-1, and P-2. The approved alert levels for metals and volatile organic compounds (VOCs) are provided in Table 1 of the *SWFP* (shown below) and apply to the POC well, P-2, located approximately 87 feet south of the current limits of waste. Once waste filling has progressed to the eastern limit of the waste footprint, the point of compliance well shall become MW-2. Once development of landfill cells south of the current cells occurs, monitoring wells P-2 and MW-3 will be abandoned and replaced with new monitoring wells located south of the new cells. These new wells will be designated as the points of compliance, and maintained down-gradient of the waste footprint in accordance with 40 CFR § 258.40(d) throughout the remainder of the life of the landfill.

**Table 1: Groundwater Monitoring Parameters and Approved Alert Levels**

Analyte	EPA Method	Maximum MRL (mg/L)	Alert Level (mg/L)	Regulatory Limit <sup>1</sup> (mg/L)
Antimony	200.8/6020	0.001	0.0048	0.006
Arsenic	200.8/6020	0.005	0.04	0.05
Barium	200.8/6020	0.1	1.6	2
Beryllium	200.8/6020	0.001	0.0032	0.004
Cadmium	200.8/6020	0.001	0.004	0.005
Chromium	200.8/6020	0.005	0.04	0.05
Cobalt	200.8/6020	0.01	NL	NL
Copper	200.8/6020	0.1	0.8	1.0 <sup>2</sup>
Lead	200.8/6020	0.001	0.008	0.010
Nickel	200.8/6020	0.01	0.08	0.1
Selenium	200.8/6020	0.001	0.04	0.05
Silver	200.8/6020	0.005	NL	NL
Thallium	200.8/6020	0.001	0.0016	0.002
Vanadium	200.8/6020	0.01	NL	NL
Zinc	200.8/6020	0.5	4	5
Volatile Organic Compounds (VOCs)	8260/524.2	0.001 <sup>3</sup>	Any detection greater than MRL	-
Total Suspended Solids (TSS)	M2540D	10	N/A <sup>4</sup>	N/A <sup>4</sup>

Notes: MRL = method reporting limit; mg/L = milligrams per liter; NL = No regulatory limit established; N/A = not applicable

<sup>1</sup> Federal primary drinking water maximum contaminant level (MCL), USEPA, May 1993.

<sup>2</sup> Federal secondary drinking water standard, USEPA, May 1993.

<sup>3</sup> For halogenated and aromatic VOCs; unless significant matrix interferences are encountered that would require dilution.

<sup>4</sup> For TSS, this is a voluntary analysis to determine if field filtering for dissolved metals would be more representative of actual groundwater quality. This analysis may not be performed with each sampling event and is not required to be reported if taken.

- b. Monitoring equipment required by this MFPA shall be installed and maintained so that representative groundwater samples can be collected. Should a new groundwater well(s) be determined to be necessary, a well installation plan shall be submitted within sixty (60) days to the ADEQ Solid Waste Unit for approval as a Type III change pursuant to A.R.S. § 49-762.06(A)(3). Upon installation of the well, the construction details, including the latitude and longitude, shall also be submitted to the ADEQ Solid Waste Unit.
- c. In accordance with 40 CFR § 258.54(c), if CMLAI determines, pursuant to 40 CFR § 258.53(g), that there is a statistically significant increase over background, or an exceedance of an alert level, for one or more of the constituents listed in Appendix I to 40 CFR Part 258 or in the alternative list approved in accordance with 40 CFR § 258.54 (a)(2), at any monitoring well at the boundary specified under 40 CFR § 258.51(a)(2). CMLAI must:
  - 1. Within fourteen (14) days of this finding, place a notice in the operating record indicating which constituents have shown statistically significant changes from background levels or alert level exceedances, notify ADEQ; and
  - 2. Establish an assessment monitoring program meeting requirements of 40 CFR § 258.55 within ninety (90) days except as provided in 40 CFR § 258.54(c)(3).
- d. CMLAI may demonstrate that a source other than a MSWLF unit caused the contamination or that the alert level exceedance or statistically significant increase resulted from error in sampling, analysis, statistical evaluation or natural variation in groundwater quality. A report documenting this demonstration must be certified by a qualified groundwater scientist, approved by the ADEQ Director and placed in the operating record. If a successful demonstration is made and documented, CMLAI may continue detection monitoring as specified in 40 CFR § 258.54. If after ninety (90) days, a successful demonstration is not made, CMLAI must initiate an assessment monitoring program as required in 40 CFR § 258.55.
- e. Pursuant to 40 CFR § 258.56(a), if a statistically significant increase or alert level exceedance in one or more compounds is detected and confirmed by assessment monitoring, within ninety (90) days CMLAI must initiate an assessment of corrective measures as described in 40 CFR § 258.56(c). Any necessary remedy selection and implementation of the resulting corrective action program must comply with 40 CFR §§ 258.57 and 258.58 criteria.

### **3.8 Landfill Gas Monitoring**

- a. CMLAI shall continue its routine methane monitoring program to ensure that the standards of 40 CFR § 258.23(a) are met. Such routine methane monitoring shall be designed to include:
  - 1. Facility structures (excluding gas control or recovery systems), and
  - 2. Facility property boundaries.
- b. Routine methane monitoring shall be conducted at least quarterly based on the requirements of 40 CFR § 258.23(b)(2) and may be changed by the Director after a reported landfill gas exceedance.

- c. Pursuant to 40 CFR § 258.23, if a methane gas exceedance occurs at facility structures or at the facility boundaries, CMLAI shall immediately take all necessary steps, as specified in Section 2.3(b) in this MFPA, to ensure protection of human health and the environment.
- d. CMLAI shall operate and maintain gas monitoring equipment after landfill closure as required in 40 CFR § 258.23 and 40 CFR § 258, Subpart F.

### **3.9 New Construction**

- a. All future construction shall follow ADEQ approved designs, drawings and specifications.
- b. A quality assurance engineer (QAE) shall be responsible for all construction quality assurance (CQA) and construction quality control (CQC) procedures for any construction. The QAE shall be an Arizona registered professional engineer. The QAE shall be responsible for reporting, inspecting, collection and interpretation of field and laboratory results. The QAE shall certify that all construction, including excavation, soil segregation, subgrade preparation, liners and leachate recovery and collection system installation, operation layer construction, and any other construction or installation work, is performed according to the CQA program referenced in the project quality assurance manual, the manufacturer's specifications, engineering testing standards and/or the federal, state, or local regulations that may apply to the work.
- c. CMLAI shall submit the CQA/CQC report, as-built drawings and certifications of completion to the ADEQ Solid Waste Unit prior to the beginning of new cell fill operations. The CQA/CQC report may be delayed for up to sixty (60) days by the QAE's temporary certification letter. If the CQA/CQC report is not submitted to ADEQ within sixty (60) days of the temporary certification letter, ADEQ may rescind the approval.
- d. Pursuant to A.R.S. § 49-762.06, CMLAI shall submit a notification to ADEQ of any Type II, III, or IV change to the approved *SWFP*. Type III and IV changes require prior approval from ADEQ before implementation.
- e. The configuration of the final landfill slopes and elevations shall be consistent with the site zoning and the plans that are part of this approval.

### **3.10 Safety Issues**

- a. **Access:** CMLAI must limit and control public access, unauthorized vehicular traffic, and illegal dumping of wastes by using natural barriers, artificial barriers, or both, as appropriate, to protect human health and the environment pursuant to 40 CFR § 258.25.
- b. **Scavenging:** No material can be removed or scavenged from the working face except to remove unauthorized waste materials identified after disposal.
- c. **Working face:** The size of the working face must be limited to the smallest possible area to provide easy manageability, ensure vehicle and public safety and minimize public health nuisances.

- d. Landfill gas: CMLAI must ensure, in accordance with 40 CFR § 258.23, that the concentration of methane gas generated by the facility does not exceed:
  1. 25% of the LEL for methane in facility structures, and
  2. The LEL for methane at the property boundary.

### **3.11 Recordkeeping**

- a. Landfill gas and groundwater exceedances, must be reported as in accordance with 40 CFR §§ 258.23 and 258.54, respectively.
- b. CMLAI shall comply with all other recordkeeping requirements pursuant to 40 CFR § 258.29 for at least three (3) years from the date of occurrence. These records shall be available for ADEQ personnel upon request.
- c. CMLAI shall submit a summary of all Type II change modifications to ADEQ annually, by March 31, for the preceding calendar year.
- d. CMLAI shall maintain any Type I change records in the facility file for a minimum of three (3) years from the date of occurrence in accordance with A.R.S. § 49-762.06(A)(1). These records shall be available to ADEQ personnel upon request. Additional operational records such as landfill fire, visual settlement or subsidence, explosions, discharge of hazardous or other wastes not permitted at the landfill facility, flood damage or erosion shall be placed in a file that is retained on site.

### **3.12 Annual Registration and Disposal Fees**

- a. CMLAI shall comply with A.R.S. § 49-747 and A.A.C. R18-13-2101 through 2103 and shall pay an annual registration fee for CML to ADEQ.
- b. CMLAI shall comply with A.R.S. § 49-836 and pay solid waste landfill disposal fees to ADEQ based on the amount of the waste landfilled at CML including liquid wastes.
- c. CMLAI shall comply with A.R.S. §§ 49-855(C)(2) and 49-863, and pay a fee to ADEQ for each ton of special waste received at CML.

### **3.13 Liquid Waste Solidification Process**

The solidification of non-hazardous liquid wastes may be performed in accordance with the documents *Liquid Solidification Operations, Monitoring, and Reporting, Copper Mountain Landfill, (Work Plan)*, and the *Sampling and Analysis Plan, Liquid Solidification Monitoring, Copper Mountain Landfill (Sampling and analysis Plan), Wellton, Arizona*, prepared by Brown and Caldwell and dated March 21, 2011.

- a. Performance Monitoring, Confirmation Sampling and Background Metals Sampling
  1. Soil gas and soil matrix sampling shall be conducted semiannually in the spring and fall during the operational life (performance monitoring), and at the end of the operational life (confirmation sampling) of each solidification unit in accordance with the *Sampling and Analysis Plan*.

2. Background threshold values (BTVs) for metals were approved by ADEQ on December 6, 2010, based on the *Sampling Results for September 2010, Liquid Solidification Monitoring Event, Copper Mountain Landfill—Wellton, Arizona*, dated November 29, 2010, prepared by Brown and Caldwell.

<b>Arsenic</b>	30 mg/kg	<b>Lead</b>	22 mg/kg
<b>Barium</b>	322 mg/kg	<b>Mercury</b>	0.1 mg/kg
<b>Cadmium</b>	1.3 mg/kg	<b>Selenium</b>	5.0 mg/kg
<b>Chromium</b>	38 mg/kg	<b>Silver</b>	2.5 mg/kg

3. ADEQ shall be given notice at least seven (7) days prior to the start of field activities for any performance monitoring, confirmation sampling or background sampling event so that an ADEQ representative may be present on site.
4. A letter report describing the sampling, analytical results, and any proposed corrective actions shall be submitted to ADEQ no later than sixty (60) days after completion of field work for each performance monitoring or confirmation sampling event.
5. In the event that a soil vapor trigger level (as presented in Table I of the *Work Plan*) or metal background concentration is exceeded, one or more of the following corrective measures must be implemented:
  - i. Request re-certification from the generators of all suspected liquid waste profiles, including the submittal of new analytical data for the liquid waste.
  - ii. Reevaluate the acceptability of the waste stream in question for liquid solidification.
  - iii. Reduction of the liquid waste application rate to existing liquid solidification areas.
  - iv. Increase the excavation and removal frequency of solidified wastes from the liquid solidification areas to the landfill.
  - v. Other corrective measures as approved by ADEQ.

CMLAI must notify ADEQ in writing of the contingency measure(s) selected including a discussion of why the measure(s) was chosen.

6. The effectiveness of corrective measures shall be evaluated during the subsequent semi-annual sampling event. If the results indicate that the corrective measures were not effective, more stringent corrective measures shall be implemented, which may include termination of liquid solidification operations.
7. If two consecutive performance semi-annual sampling events demonstrate no impact to the underlying soils from the liquid solidification operations, CMLAI may request that the frequency of performance sampling be reduced to an annual

basis or suspended. However, CMLAI must still perform final confirmation sampling.

b. Conditions for Acceptance of Liquid Waste Loads

The following conditions shall apply to the receipt of all liquid waste loads:

1. All liquid waste loads must have a generator's waste profile sheet approved by CMLAI in advance prior to acceptance of the load for solidification and disposal.

For the purposes of this permit, non-industrial liquids shall be septic and sewage waste, grease trap waste, water from concrete and rock saw cuttings, animal feed products, landscape or decorative pond and fountain cleanouts (such as water cleanouts from golf courses) and human consumables. Human consumables shall consist of off-specification ingestible products, related rinsate from product lines, skin application products such as sun tan lotions, skin lotions, shampoo, and other non-prescription FDA-regulated skin application products. ADEQ may add or subtract liquids from the list of non-industrial liquids based on a petition by CMLAI. All other liquids shall be defined as industrial liquid wastes.

- i. CMLAI shall update waste profiles for industrial liquid wastes no less than annually. Analytical sampling results from a laboratory, certified by the state of the generator, shall be included with every annual industrial liquid waste profile update.
  - ii. Waste profiles from non-industrial liquids shall be renewed annually. Analytical sampling results are not required for non-industrial waste profiles.
2. When a fact sheet regarding regulatory compliance for industrial liquid waste generators becomes available from ADEQ, CMLAI shall provide this fact sheet to all industrial liquid waste generators. These generators must sign a certification statement acknowledging that they have read and understand the information in the fact sheet. Beginning sixty (60) days after CMLAI has received the fact sheet from ADEQ, CMLAI shall not accept industrial liquid waste shipments from any generator who has not signed this certification statement unless that generator provides quarterly recertifications for each industrial liquid waste profile and analytical sampling results for 100% of industrial liquid loads. Once an ADEQ fact sheet is signed by the generator, CMLAI will return that generator to annual recertifications and sampling following Section 3.13(b)(5).
3. A visual inspection, in accordance with the *Standard Test Method for Physical Description Screening Analysis in Waste*, ASTM D-4979, must be conducted on 100% of incoming liquid waste loads in order to verify conformance with the approved generator's waste profile sheet. Any incidental odors must be documented and investigated. All rejected loads must be documented in the CML operating record.

If a shipment of liquids is received in non-bulk containers, such as drums, CMLAI must visually inspect the contents of at least one (1) container

representative of each waste profile contained in each day's shipment, or 10% of the containers, whichever quantity is greater.

4. Random load inspections shall be documented in the operating record and conducted on at least 10% of incoming liquid waste loads for the following parameters:
  - i. Flammability/ignitability: The *Standard Test Method for Flammability Potential in Screening Analysis of Waste*, ASTM D-4982, shall be conducted on a sample collected from the load by exposing the sample to an open flame to see if it will burn. Loads failing the flammability test shall not be accepted.
  - ii. pH: The pH of the load shall be determined by using the *Standard Test Method for Screening of pH in Waste*, ASTM D-4980. The test shall determine the potential for hazardous levels of alkalinity or corrosivity in the waste by using paper pH test strips (litmus test) or by an electronic pH meter. Any waste with a  $pH \leq 2$  or  $\geq 12.5$ , shall be rejected, in addition to wastes with a tested pH that is significantly different from pH range indicated on the generator's waste profile sheet.

Septic loads are excluded from the pH and flammability/ignitability testing requirements described above. These random load inspections shall not be conducted on the same loads for which analytical sampling (Section 3.13(b)(5) below) is conducted.

5. Sampling shall be conducted on incoming industrial liquid waste shipments accepted by the facility in accordance with the frequency specified in Sections 3.13(b)(5)(i) and (ii), below for solidification outside of the engineered structure. This sampling is not required for loads destined for disposal in the engineered structure.

Samples shall be analyzed using EPA Method 1311 (toxicity characteristic leaching procedure) or equivalent approved by ADEQ for VOCs and metals. This sampling shall apply to industrial liquid wastes and excludes septic and sewage waste, grease trap waste, water from concrete and rock saw cuttings, animal feed products, landscape or decorative pond and fountain cleanouts (such as water cleanouts from golf courses) and human consumables (as defined in Section 3.13(b)(1)). Sample results shall be compared to the levels below stated in Table 1:

**Table 1**

<u>Contaminant</u>	<u>Level (mg/L)</u>
Arsenic	5.0
Barium	100.0
Cadmium	1.0
Chromium	5.0
Lead	5.0
Mercury	0.2
Selenium	1.0
Silver	5.0
1,1-Dichloroethene	0.7

<u>Contaminant</u>	<u>Level (mg/L)</u>
1,2-Dichloroethane	0.5
1,4-Dichlorobenzene	7.5
2-Butanone (Methyl ethyl ketone)	200.0
Benzene	0.5
Carbon tetrachloride	0.5
Chlorobenzene	100.0
Chloroform	6.0
Hexachlorobutadiene	0.5
Tetrachloroethene	0.7
Trichloroethene	0.5
Vinyl chloride	0.2

If sampling results equal or exceed any level specified in Table 1, the waste load must not be solidified and must be removed from the facility in accordance with Section 3.13(b)(5)(vi).

- i. 10% Sampling: CMLAI shall sample 10% of incoming industrial waste loads for a rolling six (6) month period. If no sample results have equaled or exceeded a Table 1 level during six (6) consecutive months, CMLAI may reduce sampling to 5% of the incoming industrial liquid loads. CMLAI shall notify ADEQ seven (7) days prior to reducing sampling to 5%.

5% Sampling: When sampling at the 5% level, if a sample result equals or exceeds a Table 1 value, then CMLAI shall increase sampling to 10% of all incoming loads for a rolling six (6)-month period. If after six (6) consecutive months of 10% testing, no sample results equaled or exceeded a Table 1 level, CMLAI may resume sampling of 5% of incoming industrial liquid loads. CMLAI shall notify ADEQ within seven (7) days of resuming 5% sampling of incoming industrial liquid loads.

Reduction in Sampling Frequency: If no sample results have equaled or exceeded a Table 1 level during twelve (12) consecutive months of 5% testing, CMLAI may submit a petition to ADEQ requesting a reduction of sampling frequency to 1% of the incoming industrial liquid loads.

- ii. Upon acceptance of any industrial liquid waste load for which sampling results equal or exceed any Table 1 level, CMLAI shall implement sampling and analytical testing using the EPA TCLP method, or equivalent as approved by ADEQ, for 100% of incoming industrial liquid waste loads received from the specific generator location where the waste originated. Sampling of 100% of the loads from that generator shall continue for a rolling twelve (12)-month period or until ten (10) loads are received, whichever comes first. If after twelve (12) consecutive months or ten (10) loads, no sample results have equaled or exceeded a Table 1 level, CMLAI may resume sampling of the industrial liquid waste loads from this generator at 1%, 5% or 10% pursuant to Section 3.13(b)(5)(i) above. Optionally, CMLAI may refuse to accept loads from the generator.

- iii. CMLAI shall store any bulk liquid waste shipment sampled pursuant to Section 3.13(b)(5) on-site in tanks or tankers until a demonstration is made that the waste shipment does not equal or exceed the Table 1 levels. Drums or containerized liquids may be stored in the shipping containers until the analytical results have been received.
  - iv. CMLAI shall submit the test results from the load sampling within thirty (30) days of the end of the month for the previous month's sampling data to the ADEQ Solid Waste Unit. CMLAI shall also report to ADEQ the volumes and types of waste streams [industrial liquids and non-industrial liquids as defined in Section 3.13(b)(1)] accepted and a description of rejected loads (i.e., generator, type of waste, and reason for rejection).
  - v. If the sampling results equal or exceed any Table 1 level, CMLAI shall notify the ADEQ Solid Waste Unit within 24 hours of the determination. This notification shall include the generator's contact information, the waste profile, analytical results and the date the load was received at the landfill.
  - vi. If the sampling results equal or exceed any Table 1 level, CMLAI shall remove the waste shipment from the facility as expeditiously as possible, but not longer than ten (10) business days unless otherwise approved by ADEQ. CMLAI shall notify ADEQ of the measures taken to remove the load and the contact information for the transporter that removes the load and shall request that the original generator and/or transporter notify ADEQ of the final destination within 24 hours after removing the load from the facility.
6. CMLAI may accept industrial liquid waste from a generator that has previously failed the acceptance criteria at another landfill approved for liquid solidification only if CMLAI notifies ADEQ within 24 hours of acceptance of the first load from that generator, and subjects that generator to 100% testing in accordance with Section 3.13(b)(5)(ii), above. This requirement only applies if ADEQ notifies CMLAI prior to acceptance of the industrial liquid waste that the generator has previously failed the acceptance criteria from another landfill.
- c. Operational requirements for liquid waste solidification shall consist of the following, as described in the *Work Plan*:
1. Liquid wastes shall be applied in shallow bermed units and solidified by tilling or mixing with heavy equipment within 24 hours of application.
  2. The solidified wastes shall be excavated from the solidification area within a period no longer than 30 days following liquid disposal.
  3. Following excavation, the bottom of the bermed unit shall be inspected to ensure complete removal of the moist soil. If necessary, additional areas of the bermed unit shall be excavated until dry soils (as defined by soils containing background soil moisture only) are exposed. The details of the inspection, including the date, time, name of the inspector, weather conditions, and the approximate excavation depth required to reach dry soils, shall be placed in the landfill operating record.

4. Liquid waste solidification operations during excavation of future waste cells shall be terminated when an excavation depth of ten (10) feet above the future landfill liner depth is reached.
  5. Storm water run-on into the bermed units shall be controlled by grading the surrounding perimeter areas away from the solidification area. Storm water run-off out of the liquid solidification area shall be controlled through the routine soil excavation that is part of the liquid solidification process. In the event that additional storm water control measures are necessary, berms shall be constructed around the limits of the solidification operational areas to prevent run-on and run-off.
- d. CMLAI must perform groundwater monitoring that is representative of the active landfill and liquid solidification area pursuant to Section 3.7 of this MFPA.
  - e. Solidified liquid waste shall only be applied in quantities necessary to produce daily or intermediate cover material and shall pass the paint filter free liquids test, Method 9095, EPA Publication SW-846.
  - f. Observations and monitoring of the solidification process will include odors at the property boundary and disease vectors.
  - g. Liquid waste received at the facility for solidification or disposal in the engineered structure is subject to solid waste landfill disposal fees as described in Section 3.12 of this MFPA.
  - h. Engineered Structure
    1. CMLAI may use the engineered structure permitted in Aquifer Protection Permit (APP) No. P-102600.03 for all liquids accepted for disposal. CMLAI submitted an application for a type "other" modification to the APP on January 14, 2011. The modification provides additional details on the characterization of sludge/residual material prior to removal from the structure and subsequent disposal. Additionally, the financial assurance for the engineered structure was included with the annual financial assurance demonstration for the landfill submitted on May 31, 2011, pursuant to Section 2.5 of this MFPA.
    2. Sections 3.13(a) through (f) above shall not apply to the operation of the engineered structure, except that CMLAI shall continue annual recertification of industrial liquid waste profiles pursuant to Section 3.13(b)(1) and pay disposal fees in accordance with Section 3.13(g).
    3. If CMLAI conducts any industrial liquid solidification operations outside of the permitted engineered structure, Sections 3.13(a) through (g) will apply to that solidification area. The sampling requirements of Section 3.13(b)(5) shall apply to all industrial liquid waste loads accepted by the facility for processing in the solidification area.
  - i. In accordance with 40 CFR § 258.4, CMLAI may submit to ADEQ an application for a research, development and demonstration (RD&D) permit once program authorization has been obtained by ADEQ from the EPA. In accordance with A.R.S. § 49-762.06, an RD&D

permit application would require submittal of a Type IV facility plan amendment rather than an APP application.

#### **4.0 CLOSURE AND POST-CLOSURE PROVISIONS**

CMLAI must update the approved closure plan prior to closure if conditions have changed from the originally approved closure plan. The updated plan requires ADEQ approval if the approved landfill capacity, closure configuration, or storm water management systems are modified.

#### **4.1 Final Closure**

The following steps shall occur during the landfill closure process:

- a. In accordance with 40 CFR § 258.60(e), CMLAI must notify ADEQ of the intent to close the landfill.
- b. In accordance with 40 CFR § 258.60(g), closure activities for CML must:
  1. Begin no later than thirty (30) days after the date on which CML receives its known last receipt of waste or if the landfill has remaining capacity and there is a reasonable likelihood that CML will receive additional waste, no later than one (1) year after the most recent receipt of waste, and
  2. Follow the approved closure plan that is part of the *SWFP*.
- c. Closure activities must be completed within one hundred eighty (180) days following beginning of closure as specified in paragraph (b) above.
- d. Following closure construction, CMLAI shall notify ADEQ through a certification document, signed and sealed by an independent Arizona registered professional engineer, that the closure has been completed in accordance with the approved CML closure plan and this MFPA.
- e. Upon approval of the closure certification report by ADEQ, a letter will be issued notifying CMLAI that CML is officially closed and released from future annual registration fees and operational financial assurance.

#### **4.2 Final Cover Construction**

The approved alternative final cover shall be constructed as follows:

- a. The landfill final cover shall consist of a 30-inch monolithic soil layer with a permeability of  $1 \times 10^{-4}$  cm/sec or less, compacted at optimum density and optimal moisture content with a minimum six-inch daily/intermediate soil cover layer beneath the monolithic layer.
- b. Any changes to the approved final cover system shall be approved in writing by ADEQ prior to implementation of the changes.

#### 4.3 Post-Closure Care

Post-closure care shall be provided at CML for thirty (30) years from the date of final closure acknowledgment by ADEQ under 40 CFR § 258.61(a), except as provided under 40 CFR § 258.61(b), and shall consist of:

- a. Maintaining the integrity and effectiveness of any final cover, including making repairs to the cover as necessary to correct the effects of differential settlement, subsidence, erosion, or other events, and preventing run-on and run-off from eroding or otherwise damaging the final cover.
- b. Maintaining and operating the landfill leachate collection, treatment and disposal systems in accordance with the requirements of 40 CFR § 258.40. The Director may waive this requirement if CMLAI demonstrates that leachate no longer poses a threat to human health and the environment.
- c. Maintaining and operating the landfill gas monitoring system in accordance with the requirements of 40 CFR § 258.23 and 40 CFR § 258, Subpart F. The Director may waive this requirement if CMLAI demonstrates that landfill gas production no longer poses a threat to human health and the environment.
- d. Maintaining and operating the groundwater monitoring system in accordance with the requirements of 40 CFR § 258.61(a)(3).
- e. Maintaining in good repair all stormwater control structures, internal roads, signs, fences, and any other structures required for monitoring activities and post-closure care of the closed landfill facility.

#### 4.4 Post-Closure Financial Assurance

Yearly financial assurance demonstrations for the thirty (30) years of post-closure care, as required by Section 2.5 of this MFPA, will continue until CMLAI is notified by ADEQ that it is released from this requirement.

#### 5.0 APPROVAL HISTORY

03/15/1995	Public Hearing on proposed facility
03/31/1995	Leachate Pond Aquifer Protection Permit (APP) approved, No. P-102600
07/27/1995	APP modification (leakage rate lessened)
09/20/1995	Original SWFP Approval No. 14003400.00, Approval to operate
12/05/1995	Landfill accepted first waste
02/25/1997	SWFP Approval No. 14003400.01, Approval of GCL in liner system and change in construction sequence
10/08/1997	Approval of tarps as ADC (Type II Change)
01/04/1998	SWFP Approval No. 14003400.02, Approval of auto shredder fluff as ADC
01/31/1998	SWFP Approval No. 14003400.03, Clarification to approved facility plan (no new waste streams)
05/13/1998	Approval of groundwater monitoring suspension
07/16/1998	Waste Management buys CML from USA Waste Services (originally permitted as Copper State Recycling, a subsidiary of Sanifill of Arizona, which became USA Waste Services)

07/20/1998	Approval of groundwater monitoring suspension for APP
12/23/1998	SWFP Approval No. 14003400.04, Approval of PCS as ADC
07/20/1999	SWFP Approval No. 14003400.05, Approval of liquid solidification in landfill
10/14/1999	Approval of modification of APP operation
12/02/1999	SWFP Approval No. 14003400.06, Approval of alternative final cover
06/02/2000	Allied Waste (Copper Mountain Landfill, Inc., a Delaware corporation) buys CML from Waste Management of Arizona, Inc.
02/01/2001	SWFP Approval No. 14003400.07, Approval to modify drainage layer within a cell to 24 inches of soil with a hydraulic conductivity of $1 \times 10^{-1}$ cm/sec.
04/02/2001	SWFP Approval No. 14003400.08, Approval of vegetative waste as ADC
07/20/2001	SWFP Approval No. 14003400.09 (duplicate 14003400.06 as filed), Approval of modified liquid solidification process within landfill
12/01/2003	MFPA No. 14003400.10, Consolidated previous approvals into one document
09/30/2008	MFPA No. 14003400.11, Type III change for revised conditions for the liquid waste solidification process
03/31/2009	MFPA No. 14003400.12, Type IV change for 320-acre lateral expansion, alternative final cover and groundwater monitoring plan
09/08/2009	MFPA No. 14003400.13, Incorporating revised conditions for the liquid solidification process
04/08/2010	Type II Change: Approval of statistical background metals concentrations and installation report for gas probes LFGP-1, LFGP-2 and LFGP-3
09/21/2010	MFPA No. 14003400.14: Incorporating an extension through December 15, 2010, to conditions 3.13(b)(2) and 3.13(b)(5)
12/06/2010	Approval of background threshold values (BTVs) for metals based on September 2010 monitoring event
12/15/2010	MFPA No. 14003400.15: Incorporating updated conditions for the liquid solidification process
06/09/2011	MFPA No. 14003400.16: Type III change incorporating document revisions (liquid solidification work plan and sampling and analysis plan) and other revisions for the liquid solidification process, the use of soils with construction debris as ADC, and a 7.25-foot vertical expansion adding 6,104,144 cubic yards of disposal capacity over the entire 510-acre footprint
12/20/2011	MFPA No. 14003400.17: Type III change approving 48-hour use of taps
02/15/2019	MFPA No. 14003400.18: Type III change approving additional of composting facility to landfill

## 6.0 REFERENCES

07/16/1993	<i>Application for Aquifer Protection Permit and Approval of Facility Operation Plan</i> , SCS Engineers
02/04/1994	<i>Facility Plan Approval Application, Completeness Review Response Document</i> , SCS Engineers
Sept. 1994	<i>Copper Mountain Landfill, Aquifer Protection Permit Application and Solid Waste Facility Plan Approval Application</i> , Weston Engineers
Oct. 1994	<i>Copper Mountain Landfill Drainage Report</i> , Weston Engineers
July 1995	<i>Copper Mountain Landfill Alternative Liner Design Demonstration</i> , Weston Engineers
Oct. 1995	<i>Copper Mountain Landfill, Aquifer Protection Permit Application and Solid Waste Facility Plan Approval Application, Consolidated Documentation to Support ADEQ Approval to Operate Copper Mountain Landfill Cell #1</i> , Weston Engineers

- 10/26/1995 *Construction Certification Report for the Cell #1 & Leachate Evaporation Pond Composite Liner Systems*, Dames and Moore
- Nov. 1996 *Quality Assurance Manual for Construction of Copper Mountain Landfill Lining and Leachate Collection Systems*, EMCON
- 12/12/1996 *Project Manual, Construction of Phase II, Copper Mountain Landfill, Yuma County, Arizona*, EMCON
- July 1997 *Request for a Suspension of Ground Water Monitoring Requirements at the Copper Mountain Landfill*, Vector Engineering, Inc.
- 07/28/1997 *Final Construction Quality Assurance Report, Copper Mountain Landfill Phase IIA Composite Liner Construction*, Geosyntec Consultants
- 10/01/1997 *Facility Operations Plan, Copper Mountain Landfill, Yuma County, Arizona*, USA Waste of Arizona
- 11/15/1997 *Statistical Methods for Groundwater Monitoring at the Copper Mountain Landfill*, Robert D. Gibbons, Ph.D.
- 12/03/1998 *Facility Operations Plan, Copper Mountain Landfill, Yuma County, Arizona*, (revised) USA Waste of Arizona
- 03/19/1999 *Equivalency Demonstration for Alternative Final Cover, Copper Mountain Landfill*, EMCON
- 05/11/1999 *Construction Certification Report, Copper Mountain Landfill, Cell 2B*, EMCON
- 11/19/1999 *Revised Equivalency Demonstration for Alternative Final Cover, Copper Mountain Landfill*, EMCON
- 07/28/2000 Letter by Allied Waste (CML ownership transferred from Waste Management of Arizona, Inc., to Copper Mountain Landfill, Inc., a Delaware corporation, on June 2, 2000)
- Mar. 2001 *Final Report for the Copper Mountain Landfill, Phase III Composite Liner System Construction*, Vector Engineering, Inc.
- Sept. 2002 *Final Report for the Phase IV Composite Liner System Construction at the Copper Mountain Landfill*, Vector Engineering, Inc.
- 10/16/03 *Revised Facility Operations Plan, Copper Mountain Landfill, Yuma County, Arizona*, Copper Mountain Landfill, Inc. (an Allied Waste company)
- Sept. 2005 *Final Construction Quality Assurance Report for Phase V Landfill Construction at the Copper Mountain Landfill*, Vector Engineering, Inc. (revised May, 2005)
- 03/09/2006 *Evaluation of Slope Stability Effects of a Reduced Shear Strength Geosynthetic Clay Liner at Copper Mountain Landfill, Phase V*, Shaw Environmental, Inc.
- 01/11/2008 *Solid Waste Facility Plan, Copper Mountain Landfill*, Cornerstone Environmental Group, L.L.C.
- Feb. 2008 *Phase VI Construction Certification Report*, Cornerstone Environmental Group, L.L.C.
- 08/20/2008 *Liquid Solidification Operations, Monitoring, and Reporting, Copper Mountain Landfill*, Brown and Caldwell
- 08/20/2008 *Sampling and Analysis Plan, Liquid Solidification Monitoring, Copper Mountain Landfill*, Brown and Caldwell; Note: Included as Appendix A in the above-listed *Liquid Solidification Operations, Monitoring, and Reporting, Southwest Regional Landfill* report
- 03/04/2009 Letter from Allied Waste containing revisions to *Solid Waste Facility Plan, Copper Mountain Landfill*, Cornerstone Environmental Group, L.L.C.
- 12/08/2009 *Copper Mountain Landfill, Landfill Gas Monitoring Probe Installation Report*, Hoque & Associates
- 03/12/2010 *Liquid Solidification Background Sampling Report, Copper Mountain Landfill*, Brown and Caldwell

- 11/29/2010 *Sampling Results for September 2010, Liquid Solidification Monitoring Event, Copper Mountain Landfill—Wellton, Arizona*, Brown and Caldwell.
- 01/14/2011 *Type III Permit Modifications, Copper Mountain Landfill* included the following documents:
- *Liquid Solidification Operations, Monitoring, and Reporting, Copper Mountain Landfill*, prepared by Brown and Caldwell; *Note: Sampling and Analysis Plan, Liquid Solidification Monitoring, Copper Mountain Landfill*, Brown and Caldwell, included as *Appendix A* to this report
  - *Copper Mountain Landfill, Alternative Daily Cover, Contaminated Soil, Characteristics and Operations Criteria*, prepared by Republic services
  - Vertical expansion information including the following drawings: *Copper Mountain Landfill Type III Permit Modification Sheets 6 through 13*, prepared by Ausenco Vector, January 14, 2011
- 03/21/2011 Response from Republic services to ADEQ's February 14, 2011 comments. The following revised documents were included:
- *Liquid Solidification Operations, Monitoring, and Reporting, Copper Mountain Landfill*, prepared by Brown and Caldwell (revision of 01/14/11 submittal); *Note: Sampling and Analysis Plan, Liquid Solidification Monitoring, Copper Mountain Landfill*, Brown and Caldwell, (revision of 01/14/11 submittal) included as *Appendix A* to this report
  - *Copper Mountain Landfill, Alternative Daily Cover, Soils with Construction Debris, Characteristics and Operations Criteria*, prepared by Republic Services, Inc. (revision of 01/14/11 ADC submittal)
- 09/27/2011 *Type III Change – Alternative Daily Cover, Copper Mountain Landfill (Wellton, AZ) – MFPA 14003400.16*, by Republic Services, Inc.
- 12/13/2018 *Request for Type III Change for Additional of Composting Facility at Copper Mountain Landfill, Yuma County, Wellton, Arizona, CEC Project 180-135*, by Civil & Environmental Consultants, Inc.

**End of Master Facility Plan Approval No. 14003400.18**